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THE ALBERTA EDUCATION INDUSTRIAL RELATIONS SYSTEM:

A STUDY OF SALARIES AND WORKING CONDITIONS
IN 16 SCHOOL JURISDICTIONS

by

© ERIC ANTHONY DENNEY

A THESIS

SUBMITTED TO THE FACULTY OF GRADUATE STUDIES AND RESEARCH

IN PARTIAL FULFILMENT OF THE REQUIREMENTS FOR THE DEGREE

OF MASTER OF BUSINESS ADMINISTRATION

FACULTY OF BUSINESS ADMINISTRATION AND COMMERCE

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SPRING, 1977

THE UNIVERSITY OF ALBERTA

FACULTY OF GRADUATE STUDIES AND RESEARCH

The undersigned certify that they have read, and recommend to the Faculty of Graduate Studies and Research, for acceptance, a thesis entitled THE ALBERTA EDUCATION INDUSTRIAL RELATIONS SYSTEM: A STUDY OF SALARIES AND WORKING CONDITIONS IN SIXTEEN SCHOOL JURISDICTIONS submitted by ERIC ANTHONY DENNEY in partial fulfilment of the requirements for the degree of Master of Business Administration

Supervisor

Date 16th December, 1976

ABSTRACT

The principal purpose of this thesis was the investigation of those external environmental influences having contributed most to the Alberta Education Industrial Relations (IR) System since the proclamation of The School Act, 1970.

The investigation was carried out with the use of documents from various sources. Data were collected from the Alberta School Trustees' Association (ASTA), the Alberta Teachers' Association (ATA), 32 collective agreements, various governmental agencies and various published materials.

A conceptual framework based on Hameed's 'Integrated Industrial Relations Theory' was used.

External environmental influences having a great effect on the Education IR System were found to be the Political and Legal Systems while the Economic and Social Systems had little direct effect.

It was found that teachers' average salaries have shown a greater average increase than those of the average Alberta worker during the period under study.

Some of the provisions of The School Act, 1970 and the lack of others were seen as responsible for causing increased conflict in the Education IR System. The allowing of school boards to form employers' associations is one source of

increased conflict while the omission of teachers' duties defined in the Act is another.

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ABBREVIATIONS USED IN THE THESIS

ARA	Annual Representative Assembly
ASTA	Alberta School Trustees' Association
ATA	Alberta Teachers' Association
EPC	Economic Policy Committee
IR	Industrial Relations
NSC	Negotiating Sub-Committee
PEC	Provincial Executive Council
SAS	School Authorities Association
SFPF	School Foundation Programme Fund
UIC	Unemployment Insurance Commission

CHAPTER I

STATEMENT OF THE PROBLEM

The purpose of this thesis is to determine which external environmental influences have contributed the most to the Alberta Education Industrial Relations (IR) System since the proclamation of The School Act, 1970. The main function of the IR System is ... 'the allocation of rewards to employees for their services'. (Craig, 1967, p.2) The Education IR System will be studied in the systems framework developed by Hameed (1973). Collective agreements, which contain what Hameed terms the outputs of the IR System, from sixteen school jurisdictions will be studied for the 1969-70 and 1975 terms.

I. THE RIGHT TO EDUCATION IN ALBERTA

Under the terms of the British North America Act (BNA Act) 'In and for each Province the Legislature may exclusively make laws in relation to Education ...' (Department of Justice, 1967, section 93).

The Alberta Act (1905), section 17, reinforces the application of the BNA Act to Alberta but makes a substitution for one paragraph to ensure the provision and continuation of education to students enrolled in denominational or separate schools (Revised Statutes of Canada, 1970). Separate school systems may be established by 'The minority of electors in any district, whether Protestant or Roman Catholic ...liable only to assessments of such rates as they impose upon themselves'. (RSA 1970, c. 392, s. 50)

II. THE DEGREE OF INVOLVEMENT AND MAGNITUDE OF EDUCATIONAL EXPENDITURES IN ALBERTA

In the Province of Alberta during the 1974-75 school year there were 143 operational school jurisdictions. (Department of Education, Annual Report, 1976) They provided elementary and secondary education to 417,754 students. The total 1974 operational educational expenditure for grades I to XII was $493,767,323. There were 22,584 teachers working for an average 1974-75 salary of $14,726. From the above figures the average pupil teacher ratio was 18.5 to 1 and the average instructional cost per student was $796 compared with an average $1,182 expenditure per pupil for all education.

The Administration of Education in Alberta

The administration of elementary and secondary education within provincial guidelines is vested in locally elected school boards of trustees. These school boards are required to finance all the schools within their jurisdiction from provincial grants and local property taxes. The boards are totally responsible for the hiring of teachers, the building, maintenance and administration of the schools as well as the conveyance of many of the students to these schools. The provincial government can exercise some authority over the school boards, (a) by legislating certain rules and regulations and (b) by the type and size of grant given the school board.

Funding of Education in Alberta

The Province of Alberta currently has a School Foundation Programme Fund (SFPF) which was introduced in 1961. (Muir, 1968, p. 17) The province contributes to the SFPF from general revenues. Municipalities also contribute to the SFPF. Prior to 1974 the tax levy was shouldered by all property owners, however residential homeowners received 'nick back' cheques of varying amounts. Starting in 1974 the province paid the SFPF municipal tax levy on behalf of all residential properties.

School boards may levy taxes on properties through a supplementary requisition but there is a maximum allowable increase decided by the government each year.

School boards receive payments out of the SFPF based upon formulae for the instruction and transportation of pupils, the necessary administration and debt retirement and capital expenditures (Muir, 1968, p. 18).

III. THE BIRTH OF THE SCHOOL ACT, 1970

Under the terms of the BNA Act, the Alberta Provincial Legislature proclaimed a new School Act on 1 August, 1970 to replace The School Act, 1955.

According to Stringham (1974), chairman of the committee responsible for rewriting the School Act, the first reference to a major change in the Act was made in a memo from the Deputy Minister to the Minister of Education dated 30 July, 1968 (p. 81). The Alberta

School Trustees' Association (ASTA) and the Alberta Teachers' Association (ATA) had both made representations to the Political System pointing out inadequacies of The School Act, 1955. Anachronisms existed in the Act which was engineered for the operation of schools of many years ago. The Minister gave approval to proceed with revisions to the School Act through an advisory group made up of '...a solicitor, and representatives of the ATA and ASTA'. (Stringham, 1974, p. 82) Several general proposals for the revision of the School Act were presented.

Of concern to the Legal System were those proposals concerning the 'establishment of public school districts by petition ... (which was) ...no longer practical nor used. The procedures relating to the establishment of separate schools could also be revised without interfering with rights now enjoyed'. (Stringham, 1974, p. 82)

The Economic System, bringing technological innovation to the schools by way of data processing, required that sections of the School Act referring to records, such as school attendance, be revised.

The Social System demanding that education be provided to suit the needs and aptitudes of the individual, as well as the requirements of society, had caused the evolution of vocational schools. This had caused problems over conveyance and tuition fees.

Coming before the legislative committee 'on numerous occasions ...(are those sections) ... relating to principals and other supervisory staff suspension and dismissal of teachers, termination of designation and transfer'. (Stringham, 1974, p. 83) The Education IR System also had input into effecting revisions of the School Act.

During the 1968 ASTA Convention in Calgary a resolution was passed by trustees 'that the School Act be written in its entirety' (Stringham, 1974, p. 84). The press reported on the resolution supporting it. Minutes of the Department of Education Committee on Legislation and Regulations of 19 December, 1968 contain reference to a complete overhaul of the School Act. (Stringham, 1974, p. 85). The Political System had furthered the aims of the ASTA which had wanted a completely new School Act. What had originally evolved (the revision of the School Act) from inputs from the Economic, Social, Political, Legal and IR Systems was to end through 'twenty months of intense political action by those persons and groups who influence the direction of education in the Province'. (Stringham, 1974, p. 1)

Participants to the Rewriting of the School Act

Effective participation in the rewriting of the Act is credited the ASTA, ('...(the) group that formerly asked for the revision to take place ...' (Stringham, 1974, p. 104)), the ATA, the Universities, the Department of Education, the Alberta Federation of Home and School Associations (AFHSA), the Attorney General's Department, the General Public, the Legislature and, of course, the committee responsible for the revision.

Political influence was exerted by the ASTA to 'streamline all facets of the Act'. (Stringham, 1974, p. 110) However, the ATA political influence was seen as stemming primarily from the Education IR System since 'the greatest interest ...(to the ATA) ...would lie in matters which dealt with the operation of schools and contracts of teachers'. (Stringham, 1974, p. 107)

The Attorney General's Department, an arm of the Legal System, was instrumental in drafting the School Act in legal form and also ensuring constitutional guarantees were kept. This was done to minimize the probability of federal intervention at a later date. Advice given was that 'the open approach to legislation was preferable to becoming too specific'. (Stringham, 1974, p. 121)

ATA Objections

Stringham feels that the passage of the School Act '...represented a particularly fruitful lobbying effort ...(by the ATA) ...in the final month of the rewriting activity ...(since) ...six significant concessions to the teachers' point of view were accommodated'. (Stringham, 1974, p. 137) Four objections not accommodated were (i) objections to the allowing of school boards to form employers' associations, (ii) opposition to limitations placed on a school board's fiscal freedom, (iii) the bargaining unit not required to include all teachers, and (iv) the absence of a definition of teachers' duties - were they to 'render service' or 'instruct students'?

School Board Autonomy

The ASTA '...saw the fulfillment of many of the objectives that they had held. Other than the section which controlled the amount of supplementary requisition that a board could levy, there seemed to be greater freedom given to school boards'. (Stringham, 1974, p. 138)

It appears then that the passage of time was rendering the old School Act of 1955 ineffective in certain areas. The Economic System was bringing the schools technological innovations not envisioned at the time of writing The School Act, 1955, rendering some of its rules and procedures obsolete. At the same time the Legal System was circumventing prescribed procedures concerning the establishment of school districts. The Social System was making demands on education for which the old Act contained no provision. Neither was all serene in the Education IR System with sections of the Act relating to the hiring, firing and transfer of teachers coming before the legislative committee on many occasions. The vehicle for bringing about the desired changes, indeed the eventual rewriting of the School Act, was intense political activity, especially by the ASTA and ATA.

IV. SUB PROBLEMS RELATING TO THE MAIN PROBLEM

1. Since both the ATA and ASTA objected to the financial limitations placed on school boards by The School Act, 1970, what has been the effect of this on the Education IR System?

2. Has the allowing of school boards to form employers' associations affected the collective bargaining process?

3. What has been the effect of permitting the exclusion of supervisory, consultative and administrative teachers from the bargaining unit?

4. What has been the effect of the absence of teachers' duties defined in the Act?

V. RESEARCH IN THE FIELD

The late Dr. J.D. Muir of the University of Alberta undertook a study on Collective Bargaining by Canadian Public School Teachers for the Task Force on Labour Relations (Study No. 21, Ottawa, 1968). The study was designed to examine the Canadian teachers' collective bargaining activities which culminate in the collective agreement. Particular interest was in the level of teachers' salaries in Canada.

Johnson (1971) researched teacher working conditions in Alberta during the 1960-1969 period. The purpose of his study was to investigate the relationship between the goals of the ATA concerning teachers' salaries and working conditions, the goals of the ASTA concerning the same, and the provisions found in a sample of collective agreements. Johnson predicted increasing conflict over conditions of professional service since he found that this was the area in which most major issues were unresolved at that time.

The studies of Muir (on the Alberta scene) and Johnson have some added ramifications since both were conducted prior to the passage of The School Act, 1970.

No study of the Education IR System has been done since the proclamation of The School Act, 1970.

VI. ASSUMPTIONS

It was assumed that

1. the collective agreements studied were the result of bargaining in good faith,

2. the changes encountered in the collective agreement of 1975 from that of the respective jurisdiction of 1969 came about because of environmental influences,

3. the Hameed concept of an integrated IR theory is applicable to school systems.

VII. SCOPE OF THE STUDY

Collective agreements from only sixteen school jurisdictions were studied. These are the same sixteen studied by Johnson (1971) to provide the interested reader with a longitudinal study in some of the topics discussed.

Johnson chose these sixteen school jurisdictions 'on the basis of size, type of jurisdiction, (and) geographical locality...' (p. 42) The sample includes the four types of jurisdiction and represents each of the geographical regions of the Province. While slightly more than ten per cent of school jurisdictions are represented, more than sixty per cent of the Province's teachers are represented. Appendix A lists the sixteen jurisdictions, gives their location, type and number of teachers employed. A five year time frame was established, mainly because of The School Act, 1970. The collective agreements immediately prior to the passage of the Act (i.e. 1969-70 ones) and those of 1975 were studied. Information regarding teacher salaries, qualifications and teaching experience at the provincial level was used since it was readily available and provides more complete a picture in the area of teacher salary increases.

VIII. LIMITATIONS OF THE STUDY

The study was limited to the analysis of printed documents.

The conceptual framework used suggests that a person's participation in the IR System depends upon such factors as personality, attitudes, inducements, age, sex, education and innovativeness. No attempt was made to measure these variables.

Some school jurisdictions have policy handbooks outlining, in some cases, what could be construed as teacher working conditions and conditions of employment. No information from this source is contained in this study since policy handbooks are not available in all jurisdictions, neither do policies have the legal connotations of the collective agreement. There can be no grievance procedure over policy and the school board can unilaterally change it at any time.

CHAPTER II

CONCEPTUAL FRAMEWORK

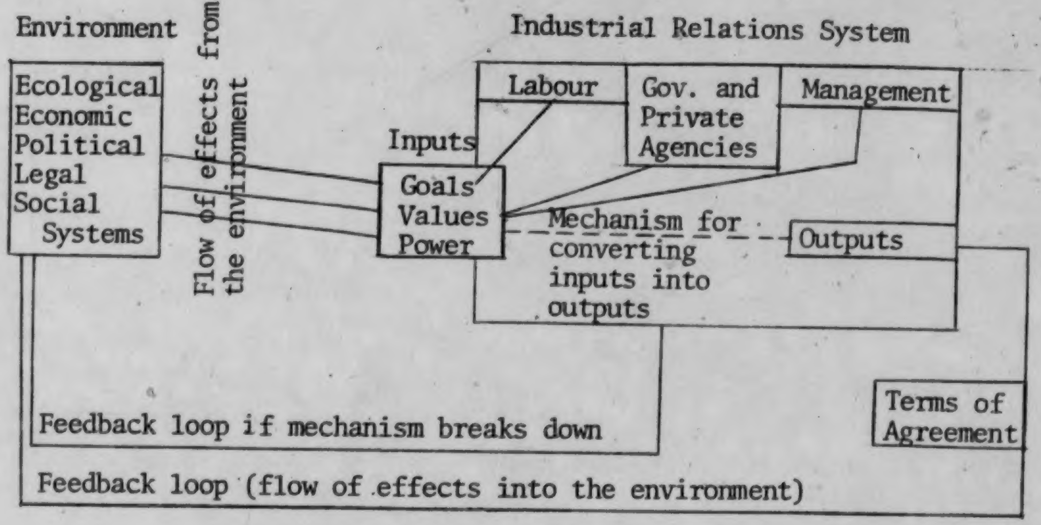
Craig (1967) and Hameed (1973) are agreed that the field of Industrial Relations lacks a unified general theory. Both are also agreed that the generalizations brought forward to date are at the level of partial theory only. Hameed notes three levels of theory. At the most basic level there are theories attempting to explain worker participation in unions. At an intermediate level, the theories are those of collective bargaining which attempt to explain the process of acquiring a collective agreement. The third and highest conceptual level of theories, those of Industrial Relations, attempt to produce a conceptual framework for the understanding of the interaction of the 'actors' (as Craig calls them) and the outputs of the Industrial Relations System.

I. THE CRAIG MODEL

Craig proposes a model which he feels can be used to unify the theories of Industrial Relations.

Figure 1

The Craig Model for the Analysis of Industrial Relations Systems


Environment
Ecological
Economic
Political
Legal
Social
Systems
Flow of effects from the environment
Industrial Relations System
Labour
Gov. and Private Agencies
Management
Inputs
Goals
Values
Power
Mechanism for converting inputs into outputs
Outputs
Terms of Agreement
Feedback loop if mechanism breaks down
Feedback loop (flow of effects into the environment)

Craig, 1967, p. 10

There are four basic components of the model: (i)inputs, (ii)outputs, (iii)a conversion mechanism and, (iv)feedback loops to the environment.

(i) Inputs

Inputs are termed either 'withinputs' or 'conditional inputs'. The 'withinputs' are the internal inputs attributable to the goals, values and power of the individuals (or actors) in the Industrial Relations System. The 'actors' within the system are labour, management, governmental and other agencies, all of whom strive for the fulfillment of their own goals or objectives. Each actor observes certain values which Craig defines as the norms the actor observes in arriving at his hierarchy of objectives. Power is termed as the ability of an actor to attain his objectives in spite of the resistance of others.

The 'conditional inputs' are inputs external to the system, that is, the effects attributable to the external environment. They may or may not be compatible with the internal inputs resulting in either harmony or conflict.

(ii) Outputs

As mentioned previously the main function of the Industrial Relations System is 'the allocation of rewards to employees for their services'. (Craig, 1967, p. 2) The outputs of the Industrial Relations System refer to the wages, hours of work and fringe benefits that workers receive. Craig points out that the outputs of the Industrial Relations System are not restricted to material rewards, rather, the social relationships between management and labour are just as important to job satisfaction.

(iii) Conversion Mechanism

Conversion mechanism refers to the device or process by which all the inputs are converted to outputs. In Alberta this refers to collective bargaining, conciliation or arbitration. In the event that there is a breakdown (strike or lockout) of the conversion mechanism a feedback loop can solicit further 'conditional inputs'.

(iv) Feedback Loops

There are two feedback loops. One feedback loop is used only when there is a breakdown in the conversion mechanism and hence is in reality part of the conversion mechanism. The other feedback loop is used to feed back 'terms of agreement' to the external environment.

While Craig's model explains the Industrial Relations System it fails to explain worker participation, or more precisely, worker non-participation in the Industrial Relations System. Any theory purporting to be capable of integrating the partial theories of Industrial Relations must explain the fact that only 36.8 percent of the non-agricultural civilian labour force belonged to unions in 1975. (Statistics Canada, Labour Data Branch)

II. THE HAMEED MODEL

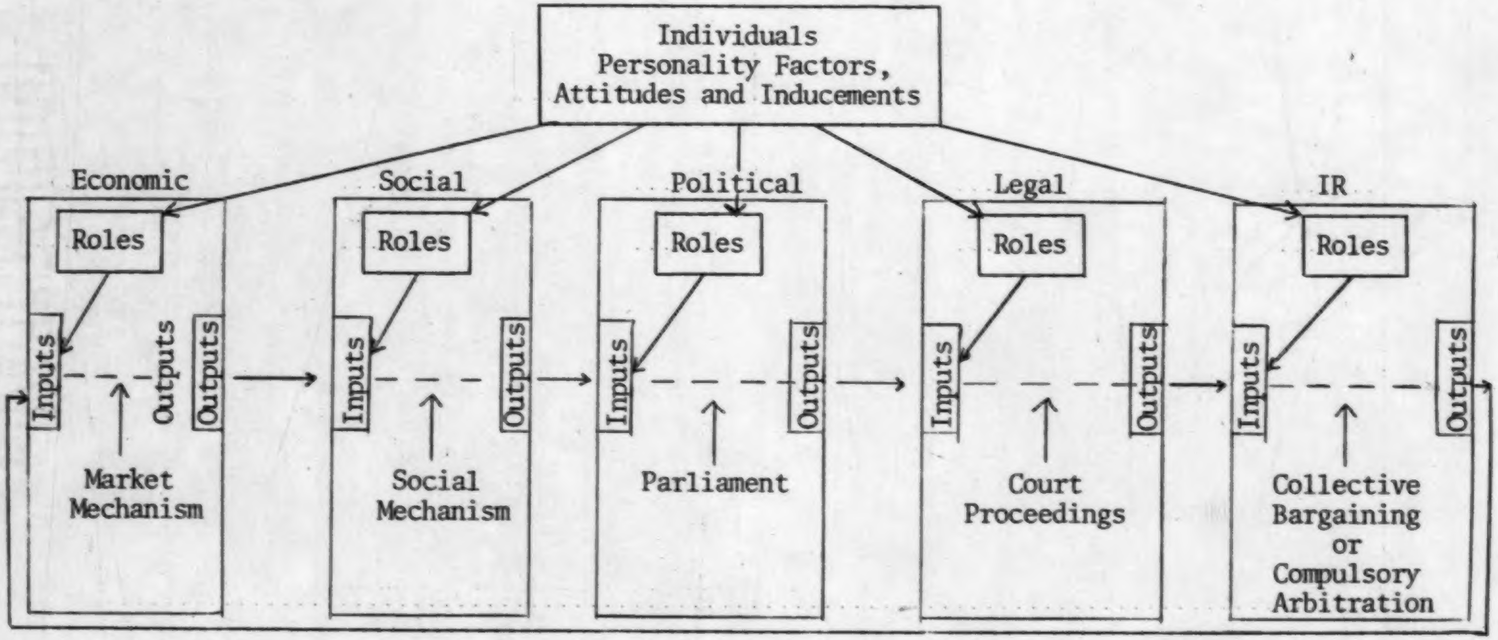
Hameed enlarges upon the Craig model by presenting a model which views the Industrial Relations System as one of five systems. The five systems that Hameed recognizes are the (i)Economic, (ii)Social, (iii)Political, (iv)Legal, and (v)Industrial Relations Systems which are all interdependent.

(i) Inputs

The inputs of any system comprise the individual's participation and the outputs from other systems. Hameed offers two reasons why people actively participate in a system: (i)there is harmony between the nature of the inducements offered and the individual's personality, and (ii)the person's needs are satisfied in

Figure 2

The Hameed Model for the Analysis of Industrial Relations Systems


Individuals
Personality Factors,
Attitudes and Inducements
Economic
Social
Political
Legal
IR
Roles
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Inputs
Outputs
Outputs
Inputs
Outputs
Inputs
Outputs
Inputs
Outputs
Inputs
Outputs
Market
Mechanism
Social
Mechanism
Parliament
Court
Proceedings
Collective
Bargaining
or
Compulsory
Arbitration

Hameed, 1975, p. 12

In each of the five systems there are (i) inputs, (ii) outputs, (iii) a conversion mechanism, and (iv) an internal environment.

that system and hence there is no need to look to other systems for satisfaction.

Hameed borrows Maslow's concept of 'hierarchy of needs'. The most basic needs, according to Maslow, are physiological ones. In defining the need for food, Maslow points out that 'For...(a)... chronically and extremely hungry man, Utopia can be defined simply as a place where there is plenty of food'. (Maslow, 1970, p. 37) When there is plenty of food the individual has other higher needs. Also, Maslow explains that rather than waiting until a need is totally satisfied before going on to a higher need, an individual will progress to this higher level after he has achieved his own particular built-in 'percentage satisfaction level'. Since all individuals have different levels of need satisfaction all will be at different participatory levels. Not only that, if a particular system cannot satisfy a need the individual will look to another system. The level to which an individual participates in any of the systems depends upon 'his hierarchy of needs and his urgency'. (Hameed, 1973, p. 15) Individuals have higher participation in some systems than in others and it appears participation in the Industrial Relations System is a result of there being unsatisfied needs from other systems. The internal inputs of a system then are the result of individuals participating in that system because of its ability to satisfy needs. A system also receives inputs from the other systems. Outputs from other systems can be both positive and negative in nature. From the Economic System for instance we see both desirable economic products but also undesirable 'social costs' such as pollution. Each other system can provide inputs which are in harmony or in conflict with those of the system in question.

(ii) Outputs

The outputs of the Industrial Relations System include those mentioned by Craig but conflict resolution, productivity and web of rules are also mentioned by Hameed. Another output mentioned by Hameed is unresolved conflict.

(iii) Conversion Mechanism

Conversion mechanisms convert inputs into outputs. These might be internal power structures, established procedures such as collective bargaining or formal and informal group practices depending upon the system. These conversion mechanisms may not be capable of converting all inputs into acceptable outputs, the result being unresolved conflict. It is here that the Hameed model provides an understanding of the resolution of a breakdown in the conversion mechanism. Since the five systems are interrelated, unresolved conflict of say the Industrial Relations System would become an input of other systems only to return with added social, political or legal ramifications.

(iv) Internal Environment

The internal environment relates to the raw materials with which the system has to operate. It includes the structure, ideology and philosophy of the system.

III. THE EDUCATION INDUSTRIAL RELATIONS SYSTEM

(i) Actors

Craig defines the actors of a system as '...those with whose activities we are concerned...whose goals, values and power constitute the inputs, and whose activities convert the inputs into outputs'. (Craig, 1967, p. 3)

The school system provices an excellent example of system interdependence since the school is a social system. 'All social systems,..., consist of the patterned activities of a number of individuals. Moreover, these patterned activities are complementary or interdependent with respect to some common output or outcome; they are repeated, relatively enduring and bounded in space and time'. (Katz and Kaln, 1966, p. 17)

In the school system there are actors involved in the social system pursuing '...activities...with respect to some common output'.

The common output in this situation is the education of the young. The actors involved are teachers, parents, students, administrators, school trustees, the public, the Department of Education, the ATA, and the ASTA. Of these actors, teachers, administrators, school trustees, the ATA and the ASTA would comprise the actors involved in the Industrial Relations System. Not all of these actors would be involved in the Industrial Relations System, since the higher hierarchical needs could be satisfied in the school social system. Mention was made earlier that participation in the Industrial Relations

System is caused by unsatisfied needs from other systems.

(ii) Internal Environment

In a study to determine the organizational climate of the school, Halpin and Croft (1963) originally intended to describe the school system climate. They soon discovered that there was too much climate variance from school to school even within the same school jurisdiction. Not only that, they also found that a questionnaire could not be constructed, to apply to both elementary and secondary schools. Their conclusion was that there is no single school internal environment. Halpin and Croft recognize what they identify as the fewest factors necessary to define school climate. These are 'the socio-economic status of the school's patrons, the biographical and personality characteristics of the principal and the teachers; the 'quality' of the students; the attitudes of the parents toward the school; the school's physical plant; the educational and administrative policies of the school district; the location of the school; and, ...the social interactions that occur between the teachers and the principal'. (Halpin and Croft, 1963, p. 7)

(iii) Inputs

(a) Economic

Education is a labour intensive industry, 70.2 percent of operational expenditures of Alberta school boards in 1970-71 going to teachers' salaries. (Statistics Canada, Financial Statistics of Education, 1975) The funding of education comes primarily from

Provincial coffers which in 1975 provided 71.8 percent of educational expenditures (Table 1). Since the lion's share of educational finance rests upon the shoulders of the Provincial Government, its budgetary allotment above greatly affects the quantity and quality of education available.

In 1965 the local contribution to the total educational budget was greater than the Provincial share at 49.8 percent to 47.7 percent (Table 1). The remaining funds were received from Federal sources, and such other sources as textbook rental, tuition fees for non-residents of the district and school canteens (Department of Education, Annual Report, 1976).

Johns (1971) cites research regarding the household income level and the proportion spent on education (p. 13). For low income levels, the income elasticity of demand for education is quite low. Similarly for high income levels, the income elasticity of demand is also quite low. The reasons given for this differ greatly. Low income people, Johns explains, when income is increased, probably give other necessities of life a higher priority and hence will not spend proportionately more on education. High income people, it is explained, spend proportionately less of an increase in income on education since they perceive a limited range of possibilities for extra spending. Middle income people experiencing an increase in disposable income will spend proportionately more on education; that is, their income elasticity of demand for education is fairly high. (Johns, 1971, p. 13)

TABLE 1

Table Showing the Provincial Education Revenue as a Percentage of Total Education Revenues

Year	Provincial[1] Contributions to SFPF and Other Grants	Provincial[1] Contributions to SFPF and Supply Requirements	Total Revenue	Per Cent[3] Contribution	
				Prov.	S.B.
1961	$ 55,304,222	$ 58,673,341	116,684,343	47.4	50.3
1962	55,696,073	65,477,265	124,130,941	44.9	52.7
1963	60,056,778	70,883,308	134,059,698	44.8	52.9
1964	68,765,745	76,127,616	148,169,171	46.4	51.4
1965	78,586,732	82,120,802	164,858,624	47.7	49.8
1966	100,908,493	83,992,505	191,092,084	52.8	44.0
1967	118,501,401	98,090,952	224,884,787	52.7	43.6
1968	135,405,533	119,345,757	263,633,181	51.4	45.3
1969	155,198,640	135,163,740	301,987,083	51.4	44.8
1970	193,883,477	134,356,272	340,241,437	57.0	39.5
1971	210,606,245	145,057,955	370,083,951	56.9	39.2
1972	225,667,382	159,146,561	401,191,602	56.2	39.7
1973	244,574,024	173,698,787	436,285,768	56.1	39.8
1974(2)	305,375,590	138,290,522	491,617,851	62.1	28.1
1975E	412,388,000	140,588,000	574,739,000	71.8	24.5

Sources:
(1) Department of Education. Minister's Advisory Committee on School Finance. 1975 Report.
(2) Department of Education. Annual Report. Queen's Printer. Edmonton, 1975.
(3) Percentages do not total 100 since there are other sources of revenue. (e.g. Federal Government).
E Estimate.

Local funding of education would cause different communities, depending on their socio-economic makeup, to spend differing amounts of money and with it receive differing qualities and quantities of education.

Winkler (1972/1973, p. 16) in examining a number of studies undertaken in the United States concludes that research indicates that additional money spent in schools can increase student achievement but it has yet to be prescribed exactly where this additional money might be spent most effectively. Provincial funding of education attempts to equalize the per capita spending per student. Since the Province is now the major supplier of revenue to education, general government policies rather than the wealth and income elasticity of demand of the local school board's electorate dictate in large measure the kind, quality and quantity of education that will be available. Government policies in areas other than education can affect education. An increase in funds afforded another service, say social services or medical services, can adversely affect the amount given education.

(b) Social

The social function of education in an industrialized society is to train people in sufficient quantity and quality for occupational roles. If it does not do that then its social function fails according to Porter. (Porter, 1965, p. 165) Porter goes on to say that a high standard of living depends upon an industrial society being supplied with trained workers. Education for its own sake would not make sense since it is an important determinant of one's position in the work force. It must be available with equality of opportunity to all, since, to educate some people to a higher level than those who have dropped out, and yet have more ability and inclination, is inefficient. Talent is wasted.

Probably the greatest social barrier to education is poverty. 'Education costs money and regardless of how free it may be, lower income families tend to take their children out of school at an earlier age and put them to work.' (Porter, 1965, p. 168) Lower income families are particularly penalized when it comes to higher education since it 'has always been prohibitively expensive'. (Porter, 1965, p. 168)

Not only is level of income an important factor in the amount of schooling a child will get, but family size is also important. Children from large families are put to work at an early age to help meet the heavy expenses of a large family. What Porter terms a 'doubly depressing process at work' (p. 168) is the fact that invariably it is in the lower income groups that the large families are to be found.

The quality of teaching and educational facilities vary with region. Associated with these regional differences are the occupational and ethnic homogeniety. Even with good teachers and good facilities those students from an environment indifferent to education would not likely find these an inducement. Porter says that evidence shows that a child's desire to stay in school is related to a family's position in the social structure. 'School drop-out is clearly associated with social class.' (Porter, 1965, p. 179)

Winkler cites several studies in the United States saying that there are '...fairly consistent relationships between student achievement and the racial or social class composition of the school peer group.' (Winkler, 1972/73, p. 16) Yet another strong relationship he finds is that student achievement is linked closely to home environment variables. (p. 16) The studies Winkler examined reveal also that the quality of teacher (as measured by experience, and quality of undergraduate institution) is also an important determinant of student achievement.

The purpose of education from a social point of view is to train people to the full extent of their aptitudes and abilities. The socio-economic background of the family is an important determinant of the quantity and quality of education a child will demand and receive.

(c) Political

Although the political affiliation of the ruling party in government was changed via an election, after the Social Credit Party ruled for some thirty five years, the presently ruling Progressive Conservatives appear to have made few changes in educational philosophy. The SFPF is still in operation with the government still setting seemingly low limits in increases in provincial and local revenues. One change in this sphere has been to abandon the 'kick-back' cheques equivalent to a portion of the provincially levied local property tax for the SFPF. As mentioned already the Province now contributes the total provincially levied local property tax for SFPF purposes on all residential properties only.

A political system is "...any persistent pattern of human relationships that involves, to a significant extent, power rule or authority'. (Dahl, 1963, p. 6)

While the provincial government obviously possesses 'power rule or authority' over the provincial education scene, school boards also possess it at the local level. The 'power rule or authority' of the school board emanates from the legal system. 'A board shall subject to this Act and the regulations make rules for the administration, management and operation of schools ...under its jurisdiction.' (RSA, 1970, c. 329, s. 65) Owens, in describing the scientific management era, says '...an inflexible hierarchy of command ...(is) ... essential to the proper ordering and control of operations'. (Owens, 1970, p. 26) He then goes on to say 'Many would argue, too, that close systematic supervision of instruction is instrumental in improving learning in the school'. (Owens, 1970, p. 27)

The participants of the school system are organized according to hierarchical principles. (Rather than democratic or professional ones) The School Act, 1970 vests in the school board the authority to make rules and regulations with the proviso that the board 'may delegate any of its powers to the Superintendent of schools or a committee appointed by it'. (RSA 1970, c. 329, s. 65) The School Act, 1970 makes mandatory one other link in the hierarchical chain in that 'A board shall designate one teacher to be the principal of each school'.

(RSA 1970, c. 329, s. 82) Depending upon the school system size there may be a variety of other line personnel including assistant or deputy superintendents, assistant or vice-principals and department heads in the school, each forming a link in the hierarchical chain.

Dissatisfaction in the hierarchical structure of the policies, rules and decisions could cause the participants of the school system to seek political influence, that is '...seek to gain influence over the policies, rules and decisions'. (Dahl, 1963, p. 16)

Dahl advises that people do not necessarily seek political influence for its own sake, rather, it helps them achieve one or more of their goals. Indirectly agreeing with the Hameed model, Dahl emphasizes that '...(not all) ... who find themselves within the boundaries of a political system are ...equally concerned with political life'. (Dahl, 1963, p. 56) While some people are deeply involved in political life Dahl concedes that some are indifferent to it. In the school system, as in any organization, there are the informal groups, as well as the formal groups, where participants can further their aims of political influence. Those indifferent to the political system within the school system, since they have needs to be satisfied, will play a greater role in one or more of the other systems, on[illegible] which may be the Education IR System.

(d) Legal

The basis of education in Alberta (and any other Canadian province) stems initially from the BNA Act. The Alberta Act

(1905) reinforces the application of the BNA Act to this province.

Three Alberta statutes influence the Education IR System. Firstly, The School Act, 1970 governs the operation of schools outlining general procedures of their administration. Mentioned in this Act regarding the employment of teachers is the second statute which influences the Education IR System, The Alberta Labour Act, 1973. 'The Alberta Labour Act, 1973 applies to boards, teachers and other employees of a board.' (RSA 1970, c. 329, s. 65) Among other things The Alberta Labour Act, 1973 provides rules, regulations and procedures in the field of Labour Relations.

The School Act, 1970 restricts a school board to employing as a teacher '...only (those) persons who hold a certificate ...issued under the Department of Education Act'. (RSA 1970, c. 329, s. 73)

The third statute influencing the Education IR System is The Teaching Profession Act, 1970 which constitutes the ATA, prescribes its objects and requires school boards to employ only those teachers who are active members of the ATA. The Teaching Profession Act, 1970, by virtue of this latter requirement, makes the ATA the candidate for the certified bargaining agent (which indeed it is) described in The Alberta Labour Act, 1973. (RSA 1973, c. 33, s. 49)

(iv) Outputs

Although there are differing views as to the extent to which the job is done, the prime purpose of the school system is to educate children. One output of the school system is young adults with a diploma or matriculation after completing the requirements as laid down by the Department of Education. All the actors of the school system are presumed to work to this end. Those whose hierarchy of needs are not met in performing this task become involved in other systems. Those involved in the Education IR System are interested in the 'allocation of rewards for their services'.

The outputs of the Education IR System are generally outlined in a negotiated collective agreement where the School Act contains no provision. Items contained in the collective agreement could include hours of work, (if negotiated differently from the School Act provision) length of school year, class size, teachers' duties as well as the usual salaries and other allowances and fringe benefits.

Although The School Act, 1955 gave teachers the right to '...bargain collectively with the board ...pursuant to The Alberta Labour Act' (RSA 1955, c. 297, s. 358) the scope of bargaining was somewhat limited. The School Act, 1955 describes a salary agreement (rather than a collective agreement) which '...shall set out ...the minimum salary, the annual increments ...the period of time for which the schedule is operative, and ...may provide for additional renumeration of principals and other teachers vested with special supervisory duties...' (RSA 1955, c. 297, s. 359) Yet another limitation to collective bargaining was 'The board ...shall make regulations for the management of the school and communicate them in writing to the principal or teacher'. (RSA 1955, c. 297, s. 179) Although The School Act, 1970 relates words to the same effect, there is a proviso. 'A board shall ...make rules for the administration and operation of schools ...but the rules shall not impose duties and obligations on a principal (or) teacher ...contrary to or in conflict with a contract of employment'. (RSA 1970, c. 329, s. 65) A contract of employment has to contain '...the terms and conditions ...negotiated under The Alberta Labour Act, 1973'. (RSA 1970, c. 329, s. 74)

This gives Alberta teachers considerably more scope in negotiable items but at the same time strips them of some of the rights and privileges enjoyed under the provisions of The School Act, 1955.

(v) Conversion Mechanism

As has already been mentioned, teachers are empowered by the School Act to negotiate a collective agreement containing '...the terms and conditions of a contract of employment'. (RSA 1970, c. 329, s. 74)

Generally, representatives of the teachers employed by a school board meet with representatives of the school board in face to face negotiations in an attempt to strike a collective agreement. (Both teams of representatives are elected by the respective parties.) There are exceptions. The School Act allows boards to be members of 'an employers' organization and may delegate ...(their) ... power to bargain ...to the employers' organization'. (RSA 1970, c. 329, s 65)

If agreement cannot be reached or the school board does not wish to bargain with the teachers' representatives, a representative of the Board of Industrial Relations certified bargaining agent (that is, the ATA) will be called in to conduct negotiations on the teachers' behalf. If agreement cannot be reached between the two parties, the provisions of The Alberta Labour Act are followed and a third party intervenes. The first step is for the Minister of Labour to appoint a conciliation commissioner whose duty is to '...inquire into the dispute and endeavour to effect a settlement'. (RSA 1973, c. 33, s. 107) The conciliation commissioner, in the event that he cannot effect a settlement, may make proposals to the Minister '...that a conciliation board be appointed, that his recommendations ...be referred to the parties to the dispute for them to accept or reject, or that the parties to the dispute decide whether to strike or lockout'. (RSA 1973, c. 33, s. 108)

Another route available to the parties in a dispute is that, if they agree, a conciliation commissioner can be appointed with the understanding that if he '...fails to effect a settlement of the dispute, the matters in dispute will be referred to a collective bargaining arbitration board whose decision will be binding'. (RSA 1973, c. 33, s. 135)

The Government of Alberta may also become directly involved in the settlement of a dispute under the 'State of Emergency Legislation', (RSA 1973, c. 33, s. 163) which so far has been involved only in labour disputes involving teachers. This represents an output of the Education IR System (unresolved conflict) becoming an input of another system, only to return with (in this case) added legal ramifications to reactivate the system

IV. APPLICATION OF THE CONCEPTUAL FRAMEWORK

Using the Hameed model as a conceptual framework some of the outputs of each of the Economic, Social, Political and Legal Systems capable of affecting the Education IR System will be examined.

Outputs of one system may affect the Education IR System but not before being processed by the conversion mechanism of yet another system. For such an occurrence, the input to the Education IR System is an output of the latter system since the internal power structures, formal and informal group practices, and established procedures of the conversion mechanism of that latter system would be directly responsible for providing the input to the Education IR System.

In this study, outputs of a system not being direct inputs into the Education IR System will not be cyclically followed through the Systems until they do become inputs to the Education IR System. To do so would warrant separate studies of the inputs, outputs, internal environment and conversion mechanisms of the other four systems, a task beyond the scope of this study which focuses on these aspects of the IR System only.

A study of the incidence of third party intervention and the use of the strike weapon will determine if the use of employers' organizations by some school boards has affected the bargaining process.

The outputs of the Education IR System will be studied through the examination of the collective agreements of sixteen school jurisdictions for the 1969-70 and 1975 contract years.

CHAPTER III

ECONOMIC INPUTS:

The Economic System consists of the product market, the labour market, the money market and technological innovation all of which affect the inputs to the Education IR System. In education the product market refers to the students and the labour market to the teachers.

The process of acquiring a collective agreement is an art rather than a science and so one cannot scientifically identify those items affecting the final outcome. Through several years of negotiating collective agreements the writer has some experience of the types of data called into play by the actors of the Education IR System. These would include data referring to the number of students and teachers, specifically the pupil/teacher ratio. Always of extreme importance in negotiations is the amount of money available and the perception of how much more people are willing to pay.

This chapter will examine the demand for education as determined by the number of school aged children and the requirements of the labour market versus the willingness of people to pay for it. By examining increases in educational expenditures and teachers' salaries and increases in the average Alberta worker's salaries it should be possible to ascertain whether or not the Economic System is directly responsible for the changes in teachers' salaries.

I. THE AGE COMPOSITION OF ALBERTANS:

The demand for education is affected primarily by the age composition of the people since in Alberta children between the ages of 6 and 16 years of age are compelled to attend school. (RSA 1970, c. 329, s. 133)

The post war 'baby boom' effected a substantial change in the age composition of Canada's population. This created great demands first for elementary education and subsequently secondary education. In 1950 there were 173,969 students enrolled in Alberta schools. (Table 2) By 1960 this had increased to 294,435 for a 69 per cent increase. Meanwhile the total Alberta population increased from 913,000 in 1950 to 1,291,000 in 1960 for only a 41 per cent increase. Table 2 shows the Alberta enrollment in elementary and secondary schools, the total Alberta population and the per cent of students in the Alberta population from 1950 to 1975. In 1950 only 19.1 per cent of the population was attending school but by 1970 this had increased to 26.6 per cent. With a larger proportion of the population being of school age, the demand for education automatically increases. Although Table 2 does not give figures for the number of school aged children, now generally 5 to 18 year olds, the increase in enrollments are partly attributable to there being an increase in the school aged population.

TABLE 2

Table showing Alberta elementary and secondary school enrollment as a percentage of the Alberta population.

YEAR	ENROLLMENT[1]	POPULATION[2]	PERCENT
1950	173,969	913,000	19.1
1951	179,691	939,000	19.1
1952	189,081	973,000	19.4
1953	201,420	1,012,000	19.9
1954	212,705	1,057,000	20.1
1955	223,949	1,091,000	20.5
1956	234,397	1,123,000	20.9
1957	247,219	1,164,000	21.2
1958	261,554	1,206,000	21.7
1959	277,920	1,248,000	22.3
1960	294,435	1,291,000	22.8
1961	312,684	1,332,000	23.5
1962	326,457	1,369,000	23.8
1963	339,810	1,403,000	24.2
1964	356,371	1,429,000	24.9
1965	368,136	1,450,000	25.4
1966	379,893	1,463,000	26.0
1967	393,719	1,490,000	26.4
1968	401,587	1,524,000	26.4
1969	413,719	1,559,000	26.5
1970	423,964	1,595,000	26.6
1971	425,468	1,628,000	26.1
1972	422,333	1,654,000	25.5
1973	419,755	1,683,000	24.9
1974	417,754	1,714,000	24.4
1975	419,525(3)	1,768,000	23.7

Sources: (1) Department of Education. Annual Reports. 1951-75. Queen's Printer. Edmonton.
(2) Statistics Canada. June 1 estimate for Intercensal Years. Population of Canada by Province 1933-1975. September, 1975.
(3) Department of Education. School and Teacher Statistics 1975-1976. May, 1976.

II. SKILL AND TRAINING REQUIREMENTS OF THE LABOUR MARKET:

The labour market effect of the Economic System on the Education IR System came about by the shift from rural to urban concentrations of population caused by the rapid economic growth of the country. (Bank of Montreal, Business Review, October, 1974) Alberta was no exception. Only two cities in this province can qualify as 'urban concentrations', namely Calgary and Edmonton. In 1951 Calgary (population 129,060) and Edmonton (population 159,631) had a combined population of 288,691 (Dominion Bureau of Statistics, Canada Yearbook, 1967 and Table 2). This represents 30.7 percent of the Alberta population living in urban concentrations in 1951. The 1971 combined Calgary (population 403,319) and Edmonton (population 438,152) populations had reached 841,471 of a 1,628,000 provincial population. (Statistics Canada, Canada Yearbook, 1974 and table 2) This represents 51.7 percent of the Alberta population living in urban concentrations.

'This trend (of the shift from rural to urban concentrations of population) has played an important part in increasing demands for a more complex education consistent with the requirements of an urban environment'. (Bank of Montreal, Business Review, October, 1974) This is yet another factor in the cause of increasing school enrollments which influences the Education IR System by causing an increasing demand for school personnel.

III. WILLINGNESS TO PAY:

The trend in strong growth of the Canadian and Alberta economies since the Second World War has helped stimulate the demand for education and also provided the necessary wealth to finance it. Table 3 shows a comparison of the Gross Domestic Product (GDP) for Alberta and Canada. (The 1973 Alberta Statistical Review defines the GDP as a 'measure of economic activity ...it measures total incomes accruing to production factors (labour and capital) because of economic activity within Alberta, and does not indicate whether these incomes are being collected by residents of Alberta. (One measure) is a summing of the "revenues from domestic production" of finished goods and services'. (p. 16) While the Canadian GDP increased from $13,795 m. in 1947 to $141,726 m. in 1974 for an (annualized) average increase of 8.9 percent (computed using compound interest tables, in Grant (1970)) that of Alberta rose from a 1974 figure of $972 m. to $12,046 m. or an (annualized) average increase of 9.7 percent. The Alberta GDP increased from 7.0 percent of the Canadian GDP to 8.5 percent (in 1974) over the period.

IV. INCOME ELASTICITY OF DEMAND

Table 4 shows Income and Salary Data for Alberta. The 1961 average Alberta wage was $4,183. By 1975 it was $10,785 for an average (annualized) increase of 7.0 percent. However, willingness to pay does not depend solely on income, rather, also on one's perception of the relative worth of the commodity.

Atherton (1968) computes the coefficient of income elasticity of demand for education during 1957 to 1960 and 1961 to 1965.

TABLE 3

Comparison of Gross Domestic Product, Alberta and Canada

1947 - 1974

	Gross Domestic Product		Per Cent Change in G.D.P.		Alberta G.D.P. As % Of Canada	Per Capita G.D.P.		
	Alberta	Canada	Alberta	Canada	Canada	Alberta	Canada	Ratio
	(Millions Of Dollars)					(Dollars)		
1947	972	13,765			7.0	1,178	1,099	1.07
1948	1,131	15,817	16.4	14.7	7.2	1,324	1,233	1.07
1949	1,193	17,155	5.5	8.5	7.0	1,348	1,276	1.06
1950	1,336	18,916	12.0	10.3	7.1	1,463	1,380	1.06
1951	1,633	22.031	22.2	16.5	7.4	1,739	1,573	1.11
1952	1,845	24,912	13.0	13.1	7.4	1,896	1,723	1.10
1953	1,935	26,134	4.9	4.9	7.4	1,912	1,760	1.09
1954	1,916	26,257	1.0	0.5	7.3	1,813	1,718	1.06
1955	2,179	28,913	13.7	10.1	7.5	1,997	1,842	1.08
1956	2,513	32,519	15.3	12.5	7.7	2,238	2,022	1.11
1957	2,513	34,076	0.1	4.8	7.4	2,161	2,052	1.05
1958	2,658	35,302	5.7	3.6	7.5	2,204	2,067	1.07
1959	2,806	37,455	5.6	6.1	7.5	2,248	2,142	1.05
1960	2,915	38,975	3.9	4.1	7.5	2,258	2,181	1.04
1961	3,105	40,368	6.5	3.6	7.7	2,331	2,213	1.05
1962	3,352	43,698	8.0	8.2	7.7	2,449	2,352	1.04
1963	3,611	46,825	7.7	7.2	7.7	2,574	2,473	1.04
1964	3,854	51,188	6.7	9.3	7.5	2,697	2,654	1.02
1965	4,229	56,384	9.7	10.2	7.5	2,917	2,870	1.02
1966	4,801	62,976	13.5	11.7	7.6	3,282	3,146	1.04
1967	5,106	67,678	6.4	7.5	7.5	3,427	3,321	1.03
1968	5,666	73,837	11.0	9.1	7.7	3,718	3,567	1.04
1969	6,288	81,057	11.0	9.8	7.8	4,033	3,860	1.04
1970	6,782	87,071	7.9	7.4	7.8	4,252	4,088	1.04
1971	7,349	94,883	8.4	9.0	7.7	4,514	4,399	1.03
1972	8.105	105,073	11.5	10.7	7.8	4,952	4,813	1.03
1973	10,175	120,736	24.2	14.9	8.4	6,046	5,464	1.11
1974p	12,046	141,726	18.4	17.4	8.5	7,028	6,314	1.11

Source: Alberta Bureau of Statistics, "Alberta Economic Accounts, 1947-1974" Alberta Statistical Review 1974 Annual.

TABLE 4

Income and Salary Data for Alberta

1961-1975

Year	Average Annual Salary of Teachers[1] (T)	Personal Income Per Capita[2]	Annual Wage and Salary (Weekly x52)[3] (W)	Per Cent Increase		C.P.I.[4]	Change[4] Per Cent
				T	W		
1961	$ 5,143	$ 1,651	$ 4,183	-	-	100.0	-
1962	5,354	1,761	4,265	4.1	2.0	101.2	1.2
1963	5,487	1,807	4,374	2.5	2.6	103.0	1.8
1964	5,700	1,856	4,508	3.9	3.1	104.8	1.7
1965	5,860	2,028	4,674	2.8	3.7	107.4	2.5
1966	6,159	2,306	4,933	5.1	5.5	111.4	3.7
1967	6,643	2,460	5,245	7.9	6.3	115.4	3.6
1968	7,499	2,698	5,617	12.9	7.1	120.1	4.1
1969	8,174	2,944	6,133	9.0	9.2	125.5	4.5
1970	8,950	3,105	6,664	9.5	8.7	129.7	3.3
1971	9.522	3,413	7,217	6.4	8.3	133.4	2.9
1972	10,548	3,777	7,797	10.8	8.0	139.8	4.8
1973	11,523	4,416	8,378	9.2	7.5	150.4	7.6
1974	12,589	5,066	9,293	9.3	10.9	166.8	10.9
1975	14,726	-	10,785	17.0	16.1	184.8	10.8
	Average % Increase (Annualized)			7.8	7.0		4.5

Sources: (1) Department of Education. Annual Reports, 1961-1975. Edmonton: Queen's Printer of Alberta.

(2) Statistics Canada. 'Personal Income Per Person'. National Income and Expenditure Accounts. The Annual Estimates 1926-1974. Ottawa: Information Canada, March, 1976.

(3) Dominion Bureau of Statistics. Review of Employment and Average Weekly Wages and Salaries. 1957-1967 and 1968-1970. Catalogue number 72-201. Also: Employment Earnings and Hours, Monthly. Selected copies. Catalogue number 72-002.

(4) Statistics Canada. Canadian Statistical Review, Monthly. Ottawa: Information Canada, February, 1976.

The income elasticity of demand for education is an expression of the relationship between the change in quantity of education demanded for a change in income. The coefficient of income elasticity of demand is the ratio of the percentage change in quantity demanded and the percentage change in income during the same period. Measurement of the coefficient serves the function of classifying goods and services as superior, normal or inferior. As Atherton says 'Selecting a measure of income is not without difficulty'. (p. 199)

Using personal income per capita is not an adequate measure since it fails to account for the distribution of income and the proportion of income earners in the population. It is also a measure of income before taxes. Using personal income per capita in Alberta, Atherton says that '...investigations of the relationship between personal income and expenditures on education have found the relationship to be consistently high in both Canada and the United States'. (p. 200)

Atherton estimates the coefficient of income elasticity to be 3.0 during the 1957 to 1960 period, but only 0.9 from 1961 to 1965. This means that during the 1957 to 1960 period, education was classified as a superior good since people were willing to spend proportionately more of an increase in income on education. During the 1961 to 1965 period people spent proportionately less of an increase in income on education. Using the same approach as Atherton, table 3 provides a 1965 personal income per capita in Alberta of $2,028 and that of $2,944 for 1969. The corresponding per pupil expenditures on education were 61.7 percent and a per capita income increase of 45.2 percent for a coefficient of income elasticity of 1.4. The coefficient corresponding to the 1970 to 1974 period would be 0.8. (A per pupil expenditure increase from $795 to $1182 or 48.7 percent and a per capita income increase from $3105 to $5066 or 63.2 percent)

In 1961 the School Foundation Programme came into existence and since that time the percentage amount of total revenues raised for education by the province has been increasing in an attempt to provide for equality in educational financing. While during the periods Atherton computed the coefficient of income elasticity for education, the provincial share of education revenues went from 43 percent to 48 percent of the total, the provincial proportion moved from 48 percent to an estimated 72 percent in 1975. (See Table 4) citing a Canadian and a United States study Atherton says that the 'differences in personal income per capita among the provinces account for some 87 percent of the variations in per pupil expenditure' and "The levels of State per capita income are the most important determinants of total per capita expenditures (on education)' (p. 200). Since in Alberta over 70 percent of the revenue currently raised for schools is raised through general provincial monies, the coefficient of income elasticity of demand for education measured by the increase in per capita income is of limited use. In 1969 the Social Credit Government imposed a 6 percent ceiling on the educational School Foundation Programme funding. This was raised to 7.5 percent by the (then) new Conservative government in 1973 in a plan to last three years. Inflation caused the government to raise this to 9 percent in

1974 and 15 percent in 1975. (ATA and ASTA political pressure may also have been a factor.) The very fact that the government decreed a specific increase of 6 percent in educational revenue to school boards for three years into the future demonstrates that educational spending bears little relationship to per capita income since the advent of the heavy provincial involvement in educational finance.

V. EDUCATIONAL EXPENDITURES AND THE PUPIL TEACHER RATIO:

Table 5 shows that teachers' salaries did not increase at the same rate as the amount of spending on education until 1970, (and subsequently) where there is some resemblance. Table 6 shows the pupil-teacher ratio from 1961 to 1975 as decreasing by an annualized average of 2.1 percent. As the table shows, the pupil-teacher ratio was 24.8 in 1961 and went to a low of 18.4 in 1973. Although the ATA is currently seeking a pupil-teacher ratio of 15, there is no conclusive evidence to support the idea that better learning is accomplished through a lower pupil-teacher ratio. Obviously, a pupil-teacher ratio of 1 suggests the best learning will take place. It would appear that a very large pupil-teacher ratio would hinder learning. With this in mind, there must exist a 'happy medium' where the addition of one more student to a class causes the marginal (incremental) decrease in learning to far outweigh the marginal saving in instructional cost. It remains for researchers to determine what this 'happy medium' pupil-teacher ratio is to maximize learning.

Table 6 then, suggests that 2.1 percent of the 8.9 percent (table 5) average annual increase in educational expenditures

TABLE 5

Table Showing the Increase in Per Pupil Expenditures on Education and the Increase in Teacher Salaries

	1	2	3	4	5	6
Year	Total Expenditures[1]	Enrollment[2]	Per Pupil Expend. 1÷2	Per Cent Increase	Average Teacher Salary	Per Cent Increase
1961	$115,486,250	312,684	$ 369	-	$ 5,143	-
1962	124,477,579	326,457	381	3.3	5,354	4.1
1963	134,565,488	339,810	395	3.7	5,487	2.5
1964	148,819,028	356,371	418	5.8	5,700	3.9
1965	165,343,162	368,136	449	7.4	5,860	2.8
1966	191,363,845	379,893	504	12.2	6,159	5.1
1967	225,098,014	393,719	572	13.5	6,643	7.9
1968	261,889,245	401,587	652	14.0	7,499	12.9
1969	300,562,018	413,719	726	11.3	8,174	9.0
1970	336,895,350	423,964	795	9.5	8,950	9.5
1971	369,813,937	425,468	869	9.3	9,522	6.4
1972	401,310,862	422,333	950	9.3	10,548	10.8
1973	436,229,758	419,755	1,039	9.4	11,523	9.2
1974	493,767,323	417,754	1,182	13.8	12,589	9.3
1975	574,739,000E	419,525	1,370E	15.9E	14,726	17.0
			Average Increase (Annualized)	8.9		7.8

Sources: (1) Department of Education. Minister's Advisory Committee on School Finance. 1975 Report.

(2) Department of Education. Annual Reports 1961-1975 Queen's Printer Edmonton.

E Estimate.

TABLE 6

Table Showing Pupil/Teacher Ratio in Alberta

1961-1975

Year	Enrollment[1]	Teachers Equivalent[1]	Pupil/ Teacher Ratio
1961	312,684	12,607	24.8
1962	326,457	13,342	24.5
1963	339,810	13,988	24.3
1964	356,371	14,972	23.8
1965	368,136	16,007	23.0
1966	379,893	17,183	22.1
1967	393,719	18,314	21.5
1968	401,587	19,579	20.5
1969	413,719	20,532	20.1
1970	423,964	22,054	19.2
1971	425,468	22,255	19.1
1972	422,333	22,272	19.0
1973	419,755	22,809	18.4
1974	417,754	22,584	18.5
1975(2)	419,525	22,615	18.6
		Average Annual Decrease (Per Cent)	2.1

Source: (1) Department of Education Annual Reports 1962 to 1975, Queen's Printer, Edmonton
(2) Department of Education School and Teacher Statistics, May 1976.

were used to buy a better quality of education in a reduced pupil-teacher ratio.

VI. TEACHER AND WORKER AVERAGE SALARIES IN ALBERTA:

The services of a better quality of instructors were also being bought if years of university education is a yardstick. The median years of university for salary purposes went from 2.4 in 1961 to 4.6 in 1975. (table 7) Only 29.5 percent of the teaching force had a degree in 1961, but this had increased to 80.3 percent by 1975 (table 8). Hanson (1975) compares the average salaries of Alberta teachers with the average Canadian labour force earnings from 1961 to 1974. He finds that the average annual increase of the teachers' salaries was 7.2 percent while that of the labour force was 6.7 percent, concluding that '...teachers more than held their own ...from 1961 to 1974'. (p. 25)

Comparing the Alberta teacher with his Alberta worker counterpart from 1961 to 1975 produces a 7.8 percent annual increase for the teachers and 7.0 percent for the Alberta worker. (table 4) Both parties saw annual increases far outstripping the 4.5 percent annual rise in the Consumer Price Index (CPI) (table 4).

If one considers the increase in education level of the teachers, then they have not 'more than held their own'. Although presumably the average educational level of the worker increased during the 1961 to 1975 period, increases in renumeration are generally achieved through increases in productivity and/or cost of living rather than educational level. In the case of teachers, it is impossible to

TABLE 7

Years of Teacher Education of Teaching Force for Salary Purposes

School Year	1961 - 1962		1965 - 1966		1968 - 1969		1969 - 1970		1970 - 1971		1971 - 1972		1974 - 1975		1975 - 1976	
Years of Educ.	No.	%	No.	%	No.	%	No.	%	No.	%	No.	%	No.	%	No.	%
Less than 1 year	370	3.1	38	0.3	13	0.1	17	0.1	15	0.1	18	0.1	451	1.9	360	1.6
1 year	4,707	39.5	4,548	30.0	3,642	19.1	3,066	15.3	2,469	12.0	1,933	9.3	1,223	5.3	955	4.1
2 years	2,223	18.7	3,118	20.6	4,059	21.3	4,033	20.0	3,443	16.7	2,679	13.0	1,582	6.8	1,267	5.5
3 years	1,016	8.5	1,615	10.7	2,296	12.0	2,360	11.8	2,527	12.3	2,646	12.8	2,008	8.7	1,579	6.8
4 years	2,025	17.0	3,625	23.9	5,871	30.8	6,925	34.6	7,985	38.8	8,836	42.7	11,858	51.2	12,426	53.7
5 years	930	7.8	1,386	9.2	2,030	10.6	2,352	11.7	2,627	12.8	2,864	13.8	3,663	15.8	3,920	16.9
6 years or more	646	5.4	817	5.4	1,157	6.1	1,316	6.6	1,517	7.4	1,706	8.2	2,387	10.3	2,624	11.3
Not Reported	516		499		11		43		17		104					
Total	12,433		15,646		19,079		20,082		20,600		20,786		23,172		23,131	
Median (yrs.)		2.4		3.0		3.8		4.1		4.2		4.3		4.5		4.6

Sources: 1961-62 to 1971-72 Data: Alberta Teachers' Association. The Alberta Teaching Force, September, 1971. Research Monograph Number 21.

1974-75 and 1975-76 Data: Department of Education: School and Teacher Statistics, May 1976.

TABLE 8

Distribution of Teaching Force with Degrees

School Year	1961 - 1962		1965 - 1966		1968 - 1969		1969 - 1970		1970 - 1971		1971 - 1972		1974 - 1975		1975 - 1976	
	No	%	No	%	No	%	No	%	No	%	No	%	No	%	No	%
Degree																
B.Ed. only	1,589	12.8	3,007	19.2	4,839	25.4	5,707	28.4	6,763	32.8	7,511	36.1	10,039	43.3	10,583	45.8
M.Ed.	93	0.7	211	1.4	354	1.9	437	2.2	517	2.5	516	2.5	1,147	4.9	1,257	5.4
Ph.D.	1	0.0	3	0.0	15	0.1	9	0.0	9	0.0	12	0.1	57	0.2	89	0.4
Other Only	1,052	8.5	1,376	8.8	2,169	11.4	2,319	11.5	2,401	11.7	2,573	12.4	3,177	13.7	3,338	14.4
B.Ed. and Other	857	6.9	1,328	8.5	1,769	9.3	1,962	9.8	2,105	10.2	2,252	10.8	2,452	10.6	2,647	11.4
M.Ed. and Other	73	0.6	150	1.0	231	1.2	276	1.4	296	1.4	358	1.7	583	2.5	660	2.9
Ph.D. and Other	7	0.1	7	0.0	23	0.1	17	0.1	13	0.1	7	0.0	not given		not given	
No Degree	8.761	70.5	9,564	61.1	9,679	50.7	9,355	46.6	8,496	41.2	7,557	36.4	5,717	24.7	4,557	19.7
Total	12,433		15,646		19,079		20,082		20,600		20,786		23,172		23,131	

Sources: 1961-62 to 1971-72 Data: Alberta Teachers' Association. The Alberta Teaching Force, September, 1971. Research Monograph Number 21.

1974-75 and 1975-76 Data: Department of Education: School and Teacher Statistics, May 1976.

make any valid productivity statements. Like the worker, teacher salary increases are somewhat related to cost of living increases but Alberta teachers are paid according to a matrix or grid, the components of which are years of university education and years of experience. The change in professional characteristics of the Alberta teaching force can in itself cause a change in average salary as can a change in the number of years of teaching experience. In 1961 the median years of university education was 2.4 and by 1975 it had risen to 4.6 (table 7). Meanwhile the median years of teaching experience declined from 9.9 to 7.1 over the same period (table 9). Table 11 shows average minima and maxima salaries for each year of university education for 114 school jurisdictions in 1975. Assuming the average teacher had stayed with his 2.4 years of teacher education and 9.9 years of teaching experience, table 11 can be used (by interpolating) to find a corresponding salary of $12,815. This would give an average annual increase in teacher salary of 6.7 percent during the 1961 to 1975 period as compared to 7.0 for his counterpart in industry. This would indicate that the average teacher salary increase has caused him to lose ground in relation to the average Alberta worker during the 1961 to 1975 period if the change in teacher education and experience is ignored.

1961 TO 1969 PERIOD INCREASES:

The average per pupil expenditure showed an average 8.8 percent annual increase from 1961 to 1969 (calculated using table 5 and compound interest tables) a period when the pupil teacher ratio

TABLE 9

Years of Teaching Experience of Teaching Force

School Year	1961-62	1965-66	1968-69	1969-70	1970-71	1971-72	1974-75	1975-76
Experience								
1 year or less	1,767	2,287	3,023	3,483	3,429	3,109	3,594	3,384
2 years	772	1,033	1,332	1,383	1,540	1,699	1,397	1,535
3 years	684	1,009	1,257	1,290	1,275	1,427	1,507	1,372
4 years	605	922	1,112	1,146	1,242	1,193	1,399	1,374
5 years	521	713	994	1,027	1,108	1,137	1,444	1,306
6 years	527	692	921	949	995	995	1,170	1,308
7 years	460	574	836	912	923	931	1,118	1,124
8 years	432	540	682	774	893	895	1,011	1,016
9 years	491	485	649	653	695	837	964	937
10 years	468	492	575	622	671	692	926	911
11 years	459	446	519	558	574	636	826	828
12 years	506	454	515	520	520	578	768	781
13 years	409	459	441	499	491	490	652	727
14 years	386	457	442	417	456	498	551	611
14 or more years	3,934	5,024	5,743	5,826	5,746	5,647	5,845	5,750
Not Reported	12	59	38	23	42	22	-	167
Total	12,433	15,646	19,097	20,082	20,600	20,786	23,172	23,131
Median (years)	9.9	9.0	8.1	7.8	7.8	7.9	8.0	7.1

Sources: 1961-62 to 1971-72 Data: Alberta Teachers' Association. The Alberta Teaching Force, September, 1971. Research Monograph Number 21.

1974-75 and 1975-76 Data: Department of Education: School and Teacher Statistics.

TABLE 10

Table Showing the Mean (a) Minima and (b) Maxima Salary Schedules for 56 County and Division, and 66 District Salary Agreements for 1969-70

	Years of University Education					
	1	2	3	4	5	6
(a)*	4,457	5,118	5,882	7,108	7,555	8,021
	10 increments			11 increments		
(b)*	6,813	7,943	9,029	10,075	11,943	12,408

* The different jurisdiction agreements are shown in four separate tables.

(The means shown were calculated by weighting those given.)

Source: Alberta Teachers' Association: Summary and Analyses of Collective Agreements for 1969-70, August, 1970.

TABLE 11

Table Showing the Mean (a) Minima and (b) Maxima Salary Schedules for 50 County and Division, 47 District, and 17 City District Salary Agreements for 1975

	Years of University Education					
	1	2	3	4	5	6
(a)*	6,971	7,968	9,025	10,934	11,562	12,195
	10 increments			11 increments		
(b)*	10,602	12,207	13,839	17,960	18,627	19,292

* The different jurisdiction agreements are shown in three separate tables.

(The means shown were calculated by weighting those given)

Source: Alberta Teachers' Assocation: Summary and Analyses of Collective Agreements for 1975 was being reduced at an average annual rate of 2.7 percent. During this same period the average Alberta teacher salary increased by 6.0 percent per year, the average Alberta worker saw an annual average increase of 4.9 percent while the consumer price index saw only a 2.9 percent annual increase (calculated using table 4 and compound interest tables). During the period there was a dramatic increase in the median teacher professional qualifications from 2.4 to 4.1 years (table 7). Of more interest are the 1969 to 1975 period increases which relate to the time span of this thesis.

1969 TO 1975 INCREASES:

The average per pupil expenditure on education increased more rapidly during this period than during the 1961 to 1969 period, averaging an annual rate of increase of 11.1 percent. Pupil-teacher ratios continued to fall during the period as a whole, but at a slower average annual rate of 1.3 percent. (From 1973 to 1975 saw a marginal increase in pupil-teacher ratios - table 6)

Although the consumer price index increased to an annual average rate of increase of 6.7 percent, the average annual Alberta teacher's salary and the average annual Alberta worker's salary increased at a faster rate of 10.3 and 9.9 percent respectively (computed from table 4). The median years of teacher education increased from 4.1 to 4.6 during the period, but the median years of teaching experience continued to decline from 7.8 in 1969 to 7.1 in 1975.

Table 12 compares the 1969 and 1975 salary increases

TABLE 12

Table Comparing 1969 and 1975 Salaries For (a) Actual, (b) the 1969 and, (c) the 1961 Median Levels of Years of University and Years of Experience

	Actual Medians	1969 Constant	1961 Constant
	(a) 4.6U + 7.1E*	(b) 4.1U + 7.8E*	(c) 2.4U + 9.9E*
Corresponding 1975 Salary [1]	$15,861	$15,955	$12,815
	(a) 4.1U + 7.8E	(b) 4.1U + 7.8E	(c) 2.4U + 9.9E
Corresponding 1969 Salary [2]	$ 9,358	$ 9,358	$ 8,347
Average Annual Increase [3]	10.4%	10.5%	8.3%

* U = Years of university (data from Table 7)

* E = Years of experience (data from Table 9)

1 Computed using Table 11 (1975 average salary schedule) and interpolating

2 Computing using Table 10 (1969-1970 average salary schedule) and interpolating

3 Computed using compound interest tables for an interpolated 5-1/3 years' period (1969-70 salary schedule effective for only 4 months of 1969).

for (a) the actual median years of university and experience of the teacher in 1969 and 1975, (b) the constant 1969 level and (c) the constant 1961 level of years of university and experience. It shows that the average annual salary increase of the teacher with median 1969 and 1975 education and experience was 10.4 percent. Since the actual average salary increase was 10.3 percent, taking into account the change in 1975 education and experience from 1969 produces exactly the same increase, within computational error. The average increase for the teacher possessing the same qualifications and experience in 1975 as in 1969 shows a 10.5 percent change. This would indicate that the teacher whose qualifications and experience did not change from the 1969 median, definately fared much better than his Alberta worker counterpart who averaged only 9.9 percent. The reason why the provincial average teacher salary saw only a 10.3 percent increase as compared to the 10.5 percent increase of the teacher with the same 1969 and 1975 education and experience, was because the experience component of the median teacher is declining. This decline, even in conjunction with an increase in the education component of the salary, is such that it has caused a net decrease in the salary to be expected with no change in education and experience.

The teacher who stayed at the 1961 median of 2.4 years education and 9.9 years of experience from 1969 to 1975 saw an annual average increase of only 8.3 percent. The rationale the writer affords for this is the fact that few teachers are possessed with this level of training and from experience in the collective bargaining process, the major gains are generally in areas affecting the majority of teachers all of whom vote to accept (or reject) a salary offer.

It would appear then, that the average Alberta teacher's salary showed an average increase in excess of the average Alberta worker. Even when the change in qualifications and experience of the provincial median teacher is considered, approximately the same increase results. The teacher whose qualifications remained at the provincial median during the period saw a slightly better increase than either the average teacher or worker.

VII. CONCLUSION:

The Economic System influences the allocation of funds to the education system in the variety of ways mentioned. These monies are allocated to the various components of the local educational system by school board trustees. The share allocated to teachers' salaries and benefits is allocated through the Education IR System conversion mechanisms.

The Economic System does not appear to influence the Education IR System directly because teachers' average salaries have shown a greater average annual increase (even taking into account changes in qualifications and experience) than those of the average Alberta worker during a period when Economic System outputs would dictate otherwise. The increasing provincial school enrollments peaked and then started a decline during the period (table 5). The supply of teachers began to satisfy school board demands. Although these appear to be direct outputs of the Economic System, the Political

System is probably more of an influence on the Education IR System in the case of these factors. The demand for teachers is a function of the number of students requiring an education but the demand can be controlled by interfering with the pupil-teacher ratio. This solicits parental and other involvement.

It is too early to say quite categorically, but indications are from table 6 that pupil-teacher ratios are beginning to creep up. Fewer teachers were employed in 1975 than in 1973, but more teachers were employed in 1975 than in 1974. This indicates the supply of teachers is greater than the demand. At the time of writing press releases have indicated that some school boards that are hard pressed financially are laying off teachers. Since the education industry is labour intensive, this is the easiest way to reduce deficits, and , although the education process may be affected, pupil-teacher ratios can be raised to accomodate this. At first sight, this would appear to be the influence of the Economic System but this is not the case. Although the Political System has been increasing grants to school boards these grants are weighted according to elementary, junior high and senior high students with the senior high student grant rating highest. The plan is to eventually have no weighting. To achieve this, obviously there must be a greater percentage increase given the elementary grant than the senior high grant. The 1975 grant under the School Foundation Programme Fund averaged 15 percent over the 1974 grant but the elementary increase was 18.8 percent, junior high 13.5 percent and senior high 11.2 percent (table 13). The corresponding increase for

TABLE 13

Table showing the per pupil grants and percentage increase from the SFPF grants regulations 1973-76.

Year			Per Pupil Amount ($)[1]	Percentage Increase[2]
1973	Elementary		558	Not Applicable
	Junior High		652	Not Applicable
	Senior High		948	Not Applicable
		Average		7.5
1974	Elementary		622	11.5
	Junior High		716	9.8
	Senior High		996	5.1
		Average		9.0
1975	Elementary		739	18.8
	Junior High		813	13.5
	Senior High		1,108	11.2
		Average		15.0
1976	Elementary		838	13.4
	Junior High		921	13.3
	Senior High		1,172	5.8
		Average		11.0

Source: 1 Department of Education Ministers' Advisory Committee on School Finance, 1975
2 Calculated
3 Department of Education SFPF Regulations, 1976

TABLE 14

Table showing per pupil grants and relative weightings as per SFPF regulations of 1973 for the years 1973-75 inclusive.

Year		Per Pupil Amount ($)	Per Pupil Weighting
1973	Elementary	558	1.00
	Junior High	652	1.17
	Senior High	948	1.70
1974	Elementary	614	1.00
	Junior High	706	1.15
	Senior High	982	1.60
1975	Elementary	680	1.00
	Junior High	748	1.10
	Senior High	1,021	1.50

Source: Department of Education, School Foundation Programme Fund Regulations, 1973 Section A 1 & 3.

1976 is 13.4 percent, 13.3 percent and 5.4 percent for an 11 percent average.

The school jurisdiction with correspondingly more high school students than in the previous year is penalized by this grants system and, unless it alters its pupil-teacher ratio, will fall into debt.

Since the Economic System does not appear to have had a great direct influence on teachers' salaries they must have climbed faster than the Alberta average from some other cause. This will be examined in the chapter on the Political System.

CHAPTER IV

SOCIAL INPUTS:

Parsons (1937) says that '...the body of normative elements governing conduct in a community forms a consistent system'. (p. 377) Katz and Kahn (1966) refer to these 'normative elements' as the 'patterned activities of a number of individuals' further describing them as being 'complementary or interdependent with respect to some common output'. (p. 17) Parsons is more thorough, describing the role of group norms rather than 'pattered activities' in the formation of the goals of the social system. 'Stable social relations ...of the members of a social group are seen to be dependent on the existence of a normative structure in relation to conduct, generally accepted as having moral authority by members of the community, and upon their effective subordination to these norms. They not merely regulate the individual's choice of means to his ends, but his very needs and desires themselves are determined in part by them'. (Parsons, 1937, p. 377)

The Social System is able to function through the observance of generally accepted behaviour which partly determines the needs and desires of the actors. The needs and desires of the actors of the Social System were examined by the Worth Commission and more recently by the 'Report Card for Education in Alberta'. This chapter deals with the way in which the Social System influences the Education IR System according to information contained in these two reports.

I. WORTH COMMISSION REPORT:

In the Report of the Commission on Educational Planning Commissioner Worth tells us that 'The School Act was recently revised in response to changes in society. Only the minimum control necessary to safeguard the general public interest has been reserved for the provincial level ...(and this has) ...placed greater responsibility in the hands of locally-elected boards...' (Worth, 1972, p. 124). The problem as the Worth Commission saw it in 1972 was that 'The majority of Alberta schools function in relative isolation from the communities which they serve'. (p. 126) This appraisal would indicate that the Social System outputs triggered the chain of events leading to the political action taken by the ASTA to precipitate the rewriting of The School Act.

As mentioned by Stringham 'greater freedom ...(seemed to be) ...given to school boards', (Stringham, 1974, p. 138) with the passage of The School Act, 1970. The Worth Commission feels that the local autonomy afforded school boards could be used to involve the community to a great degree under the proviso 'A board may delegate any of its powers to the Superintendent of Schools or a committee appointed by it'. (RSA 1970, c. 329, s. 65) What the Commission has in mind is a school council 'formed at the request of a group of electors ...composed of representatives of those involved or affected' (p. 126). These might be 'parents and other laymen, students and school employed personnel' (p. 127). The Commission makes reference to 'serious rifts' occurring in some school jurisdictions caused by 'disputes over student achievement, discipline or salary demands' and feels that 'meet-the-teacher-nights, sporadic newsletters and report cards provide for token parental involvement'. (p. 126) To provide for community involvement projected responsibilities of the school committee might be to 'determine school budget priorities; planning and organizing further education activities; developing most school regulations ...; formulating programme policies within the broad framework established at the provincial and school board levels; auditing the extent to which agreed-upon objectives are being achieved; and communicating community-school needs and concerns to school boards. The details of conditions of service for school personnel within the general guidelines set by the school board - excluding salaries - might also be determined by the councils'. (p. 127) What is being suggested is Social System outputs providing direct inputs into the Education IR System as well as involvement in the school Social System.

II. PRESENT PUBLIC ATTITUDES:

These Social System outputs envisioned as becoming inputs into the education IR System have failed to materialize according to a survey conducted by the Alberta Department of Education during Education Week, 1976. 'The Report Card for Education in Alberta' posed questions, among other things, about the opportunities for involvement of the public, particularly parents, in decisions affecting basic education. Sixty five percent of respondents to this question replied that they were 'less than adequate'. Of this 65 percent, 32 percent felt more involvement was required 'at the school system level', 21 percent 'at the school level' and 16 percent 'at all levels'. Forty five percent of the respondents to the questionnaire felt that the amount of money presently being spent on basic education was 'less than adequate', 16 percent felt 'more than adequate', while 35 percent of the respondents said they would vote for an increase in property taxes 'to retain the level of service in schools' while 59 percent said they would vote for the increase 'only if better service were provided'. (Interestingly, 27 percent of all respondents were teachers.) Responses to the last two items suggest that the quality of education is perceived as being in need of improvement. Asked where they would place the chief blame for students doing poorly in school, 63 percent of the respondents would place it 'on the children or the children's home and neighbourhood' while only 10 percent chose 'the teacher' and 15 percent chose 'the school and the curriculum' to blame.

The Report Card for Education in Alberta indicates that the Social System is more interested in those inputs into the Education IR System that deal with salaries, the item which the Worth Commission felt should be left to the school board.

Craig reminds us that 'the actors in the industrial relations system are also part of the total social system'. (Craig 1967, p. 5) The fact that teachers represented one of the two largest groups of respondents (27 percent) in the questionnaire of the Department of Education would endorse Craig. (Housepersons also represented 27 percent of respondents.)

There may be an attempt by teachers to influence the Political System, by actively involving themselves in the Social System, with a view to influencing the Education IR System. Although it is not recorded who the 28 percent of respondents were to the question on the voting for an increase in property taxes to retain the level of service to schools, one can safely assume that most belonged to the teachers who have a vested interest in such an occurrence.

III. INVOLVEMENT IN POLICY DEVELOPMENT:

In 1973 a study was conducted regarding the role of teachers, principals, senior administrators and school board trustees in selected Alberta school systems. Teacher representatives, principals, senior level administrators and trustees of twenty school systems of various types and sizes from various parts of Alberta took part in the study. Since individual practising teachers, all representatives to ATA locals, were surveyed, opinions expressed would not likely be the official ones of the ATA but more likely the opinions would be consequences of the Social System. Similarly, trustee responses would be consequences of activities in the Social System rather than official political stands of the ASTA.

Regarding policy matters pertaining to the school jurisdiction 'All four respondent groups tend to view the individual teacher as someone to be consulted rather than involved ...' (ATA 'Policy Development Within Educational Organizations' Research Monograph Number 22 November, 1973, p. 5) Although teachers 'have little or no interest being involved in ...the selection and hiring of fellow teachers,

...(they) ...do express much more interest in becoming involved with the policy decisions relating to job security matters'. (ATA 1973, pp. 5-6)

All four groups were agreed that the number one policy item regarding fiscal matters in which teachers should be involved is salaries and 'although the order may vary, senior administrators, principals and teachers have the same six items as top priority on their lists: salaries, administrative salaries and allowances, teaching methods, medical plan and life insurance, vacations and study leave, and sick leave'. (ATA 1973, p. 6)

Teachers 'expressed a desire for involvement in such matters as teaching hours, tenure and terms of dismissal ...(whereas) ...trustees saw (no) need for teacher involvement in these matters' (ATA 1973, p. 6) Under the terms of The School Act, 1970 teachers may negotiate these items.

While the report finds that trustees do not see a need for a high degree of teacher involvement in educational policy it mentions as being 'surprising that members of the local community are not given any mention'. The report expresses a feeling that there will be 'increasing pressure from various groups for greater participation' (ATA 1973, p. 6) in educational policy development.

In the realm of collective negotiations the report finds that 'a number of teachers' have already shifted their primary concern from economic or fiscal matters to those of working conditions and conditions of service. Writers of the report suggest that the reason for the move from salaries to conditions of work as primary concern in negotiations is because of changes in the Social System as man moves from 'economically rational man to self-actualizing man' (ATA 1973, p. 8).

Major findings in the collective bargaining field are that teachers and principals felt that 'provided salary increases are in line with those in the economy as a whole, teachers are likely to be ...less concerned about salaries and other matters' (ATA, 1973, p. 31). Trustees were not as convinced of this.

IV. CONCLUSION:

The School committee envisioned by the Worth Commission (responsible for, among other things, supplying the details of conditions of service for school personnel) in response to claims of token parental involvement in school policy making is not yet a reality. The ATA report would agree with the Worth Commission that citizens do want involvement in school policy, although the former found that the professional people involved in education at the local level made no mention of providing the opportunity. The Department of Education report found that people thought that the opportunities for public involvement in the local school system were 'less than adequate'.

It would appear that the Social System is not influencing educational policies to any degree let alone the educational IR System. Internally, the main item of concern is salaries, although 'a number of teachers' have shifted their primary concern from fiscal matters to those of working conditions and conditions of service. The reason attached to this is that there are changes in the Social System, consistent with

Maslow's hierarchy of needs theory, in that man is satisfying his economic needs and is moving to fulfilling his self-actualizing needs.

CHAPTER V

POLITICAL INPUTS:

The external Political System refers to the Progressive Conservative Party which currently has an overwhelming majority of seats in the Alberta Legislature. Through the Provincial Legislature (i.e. conversion mechanism) the government can enact legislation which may directly or indirectly affect the Education IR System. MacKinnon (1960) goes further than this saying 'The inescapable fact is that the state is now so involved in every phase of education that education is a political activity, and its problems are, to a large extent, problems in governmental administration'. (p. 4) Pieces of legislation obviously directly affecting the Education IR System are such statutes as The School Act, 1970, The Teaching Profession Act, 1970 and The Alberta Labour Act, 1973 which prescribe rules, regulations and procedures governing, among other things, the collective bargaining process.

The indirect ways in which the Political System can influence the Education IR System is in the allocation of funds to school boards as per The School Act, 1970 and the powers vested in the cabinet under the emergencies section of The Alberta Labour Act, 1973.

This chapter will deal with the allocation of funds to school boards, specifically the School Foundation Programme Fund (SFPF) grant which is the major vehicle for the financing of education. The effect of the SFPF grant regulations on teacher salary schedules will be examined. Also mentioned will be the School Building Regulations and their effect on the building of schools in areas experiencing enrollment growth. Finally, mention will be made of 'Back-to-Work' orders imposed on striking teachers.

I. ALLOCATION OF FUNDS

Tymko in an Analysis of Teacher-School Board Contract Negotiations (1973) makes the distinction that 'In the private sector, economics is the overriding concern at the bargaining table. In the public sector politics can be a very significant factor as most governing bodies are policical in nature'. (p. 10) Tymko goes on to say that '...in education, commitments made as to salaries and other economic items are generally subject to the school foundation programme fund'.

The School Act, 1970 provides for the continuance of the SFPF with the proviso that the amounts payable from the fund to school jurisdictions are those '...authorized by regulations established by the Lientenant Governor in Council each year'. (RSA 1970, c. 329, s. 129) A restriction under this section of the Act limits to a maximum 30 mills tax levy that a municipality can be required to impose for SFPF purposes.

It may be true to some extent that the Economic System influences the allocation of funds to school jurisdictions, however, not before going through the Political System conversion mechanism. SFPF allowances are given to school jurisdictions according to formulae developed for use up to three years in the future. Changes in the economic climate of the country can occur within periods of six months.

Prior to the period under study, the Social Credit Government had imposed a six percent ceiling on educational funding increases in response to the federal government's cry for voluntary restraint. It was at this time that inflation was causing some concern. Even though a new government came into office, having campaigned on some educational improvement planks, there was no change in the SFPF increase ceiling prior to the expiration of the three year period in 1972.

In 1973 the Progressive Conservative Government embarked on a three year educational finance plan, only marginally increasing the ceiling on increased funding from six to 7.5 percent. Prior to 1973, the major source of grants to school boards had been by way of a classroom unit and a support staff grant. (Department of Education, Minister's Advisory Committee on School Finance, 1975, p. 9) The 1973 finance plan called for a weighted per pupil grant, instead of the previous group grant which had the undesirable feature of truncation (rounding down to whole numbers) of classroom units. (Department of Education, Minister's Advisory on School Finance, 1975, p. 11)

Table 14 outlines the per pupil grants and relative weightings based on the grant for elementary students as per the 1973 SFPF regulations. The 1973 regulations were once again for a three year period but with the proviso 'Subject to further orders of the Lieutenant Governor in Council' (Department of Education, School Foundation Programme Fund Regulations, 1973, section A.3) This left the grants open to review.

The ATA exerts political pressure on the government by way of briefs submitted during meetings with the Minister of Education and the Executive Council of the Government. These submissions cover many ATA policies pertaining to education in the province.

Barely a month after the election of the Conservative Government, the ATA submitted a brief to the Minister of Education '...deploring the six percent guideline for increases in education costs and the attendant plebiscite provisions. In addition, it (the ATA) regards the foundation programme formula of support as inconsistant with the pattern of average teacher qualifications and recommends that the formula be revised to aid those boards which are endeavoring to provide better educational services by employing well qualified and experienced staff'. (Alberta Teachers' Association, Discussion Paper for Meeting with the Minister of Education, September, 1971, p. 2)

In the area of collective bargaining the brief is critical of employers' organizations saying that '...the most appropriate negotiation takes place between local teachers and local employer'. (p. 2)

In a submission to the Executive Council of Alberta the ATA recommends that 'The disparity in foundation programme grants between elementary and secondary classrooms should be narrowed by increasing the index for an elementary classroom unit'. (Alberta Teachers' Association, Submission to the Executive Council of the Province of Alberta, December, 1971, p. 3)

Upon receiving word of the new three year educational finance programme effective 1973 to 1975 the ATA presented a brief to the Minister of Education saying '...the 7.5 percent ceiling is more realistic and may prove to be reasonable if the rate of inflation can be held to the 4 percent level. However, because of the inadequacy of the previous plan, education has been underfinanced for the past three years. We understand the figure of 7.5 percent derives from the projected rate of expansion in the gross provincial product. While that criterion may be acceptable, we contend that, if the GPP exceeds that projection, elementary and secondary education should share in the increased general prosperity'. (Alberta Teachers' Association, Submission to the Minister of Education on School Finance Plan, March, 1973, p. 3) A submission to the Cabinet Committee six months later reiterates a June, 1973 submission in which it was recorded 'If the present rate of over six percent per year (inflation) continues, and if the government nonetheless adheres to projected 1974 and 1975 support figures, the necessary increases in salary levels will force school boards into further staff cuts, with resulting greater reduction in educational quality and higher levels of teacher underemployment or misemployment. Since June 20 the situation has deteriorated in an alarming fashion. (Alberta Teachers' Association, Submission to the Cabinet Committee on Education, September, 1973, p. 1) Reminding the Cabinet of the March, 1973 submission on educational finance in which the rate of increase is tied to the Gross Provincial Product (GPP), the ATA continues 'There is now every indication that the gross provincial product will indeed outstrip the 7.5 percent rate of increase. The rate of grant escalation for 1974 should be at least equal to the rate of the gross provincial product increase'. (p. 4)

The SFPF grants were increased at the beginning of 1974 from 7.5 to 9 percent, at a time when many teacher collective agreements were locked in to two years ending December, 1974.

Once again during 1974 inflation continued to be a problem. The ATA, initially outlining the ability of the Province of Alberta to pay for better education through increased tax 'takes' (caused by inflation, the expanding economy and increased corporate and resource taxes) then shows in a September, 1974 brief to the Cabinet that the relative emphasis on educational spending in Alberta was decreasing. Warning that '...the current 9 percent increase in per pupil grants does not offer much hope for the conduct of satisfactory negotiations between teachers and their school boards' the ATA urges the government to increase the SFPF from 16 to 18 percent retaining the per pupil weightings of 1 (Elementary), 1.1 (Junior High) and 1.5 (Senior High). (Alberta Teachers' Association, Submission to the Cabinet Committee on Education, September, 1974, p. 4-5)

Within two months of this submission the 1975 escalation factor was raised from 9 to 15 percent.

SFPF GRANTS AND SALARY SCHEDULES

Unfortunately, many salary schedules were changed from the school year (September to August) to the calendar year period of operation during 1970 and subsequently, making it difficult to arrive at satisfactory percentage increases in the salary schedules on a yearly basis.

For thirty nine county and division collective agreements in force for the 1970 to 1971 school year the average increases in the grid ranged from 6.1 to 6.6 percent, at the four and six year of university education minimum categories, and from 6.5 to 6.9 percent at the respective maximum categories. (Alberta Teachers' Association Summary and Analyses of Collective Agreements for 1970-71 and Calendar Year 1971, Alberta, February, 1972)

By 1971 only twenty county and division agreements were for the school year period. These showed average increases in the grid from 6.1 to 5.6 percent at the four and six year minimums respectively and 6.5 to 6.2 percent at the respective maximums. Meanwhile twenty one district collective agreements for the 1971-72 school year period showed average increases in the grid of 5.7 to 5.1 percent at the four and six year minimum categories and 6.7 to 6.4 percent at the respective maxima.

The average increases gained by forty seven county and division collective agreements for the 1972 calendar year were around the 5.8 percent mark.

By 1973, almost all school jurisdictions had collective agreements and hence salary schedules applying to the calendar year. Table 15 compares the average percentage increases of the grids in Alberta teachers' collective agreements for the 1970 to 1975 period with the proposed and actual SFPF grant increases. During the first two years the average percentage increases of the grids bears a close resemblance to the SFPF grants percentage increase. During the last three years, the SFPF grants increases were raised during the life of the three year plan. Only for the 1975 agreements were teachers given advance notice of the 1975 increase in SFPF grants from 9.0 to 15.0 percent. (Announced 4 November, 1974 according to a submission to the Executive Council of the Government by the ATA, April 1975) The average increases in salary schedules gained in 1975 were enough to raise the average increases to 8.9 percent at four and five years of university and 8.7 percent at six years of university for the five year period. The average increase in SFPF grants during the same period was 8.7 percent (table 15). This indicates that teachers' average salary schedule increases over a period of time tend toward the same average increase as the SFPF grants. While the Economic System outputs may affect the Political System, it is the Political System conversion mechanism that determines the amount of money available to education, and hence the input to the Education IR System.

II. EFFECT OF SFPF INCREASES ON SALARY SCHEDULES

During collective bargaining, salary schedules are generally constructed by increasing the minimum and maximum salaries for each year of university education by a particular percentage. Increments are then decided by determining the difference between maximum and minimum salaries in a category and dividing by the number of increments. If a convenient incremental figure is not achieved,

TABLE 15

Table comparing average percentage increases on Alberta Teachers collective agreements 1970-75 with the SFPF increases.

Year		Year of University Education 4	5	6	SFPF Increase Proposed 1	Actual 2
1970-71	Min	6.1	6.4	6.6	6.0	6.0
	Max	6.5	6.7	6.9		
1971-72	Min	5.9	5.9	5.3	6.0	6.0
	Max	6.6	6.7	6.3		
1973	Min	6.5	6.1	5.8	7.5	7.5
	Max	6.5	6.3	6.2		
1974	Min	7.5	7.5	7.3	7.5	9.0
	Max	8.0	8.0	7.9		
1975	Min	17.0	16.9	17.0	7.5	15.0
	Max	18.1	18.0	17.9		
Average		8.9	8.9	8.7	-	8.7

Source: ATA Summary and Analyses of Collective Agreements 1970-75

Averages computed by weighting those found in the source documents.

1 Source: Department of Education School Foundation Programme Fund Regulations, 1973

2 Source: Department of Education Minister's Advisory Committee on School Finance, 1975

minimum and/or maximum figures are altered or some of the increments are weighted differently. To find a 'total cost to the board' the total salary bill is computed by adding each teacher's salary on the new schedule. This is compared with the total on the old schedule. The percentage 'across the board' difference is considered as the salary increase and this would generally compare favourably with the minimum and maximum percentage increases. However, the use of this method takes no account of salaries increasing when an increment is gained or a teacher increases his professional qualifications. These tend to raise the 'across the board' increase. The salary schedule of the new agreement, while in force for the calendar year, applies for only two thirds of the year to many teachers. In September, many teachers gain an increment (currently worth from 4 to 6 percent of the teacher's salary) while others may improve their professional qualifications. Both these changes further increase the salary bill above that projected during negotiations.

In the past, school boards with large teacher turnovers (something of a rarity today) could hire replacements commanding lower salaries by virtue of inferior university training and fewer years of teaching experience than those who left. This is becoming increasingly difficult because there is little teacher turnover. One reason is that there is a teacher over supply. (given the continuance of present pupil-teacher ratios) Another reason is most certainly in the use of 'temporary contracts' by school boards as a hedge against declining enrollments and fiscal problems. In 1975 over 10 percent of the teaching force were engaged for a full school year on a temporary contract. (2,600 teachers, according to the Alberta Teachers' Association, Submission to the Minister of Education, July, 1975)

Since 1971 the ATA has been urging the government of Alberta to recognize teacher qualifications and experience in the instructional grants to school boards. (Alberta Teachers' Association, Submissions to the Minister of Education and Executive Council, September and December, 1971; March 1973; April, 1975)

The ASTA advises school trustees to use the above described procedure, what it terms the 'Min-Max Averaging Method', but at the same time 'an assessment be made of the cost of increments (and qualifications) for the period of the collective agreement'. (ASTA, Collective Bargaining Manual, section 90.3) Several methods are outlined by the ASTA to assess the cost of increments and changes in qualifications.

Although there can be an accurate assessment of the total costs including increments, it is dependant upon there being no change in staff for the last third of the year. That is, when school re-opens in September to the conclusion of the collective agreement at the end of the calendar year there must be no change in staff from when the agreement was struck.

Because of the problems involved in costing new salary schedules, it would appear that teachers have been successful in negotiating salary increases consistent with average percentage increases given school boards by way of SFPF grant regulations.

Table 13 shows the percentage increases in the divisional grants as well as the average percentage increase. Consistent with the government's intent to parity between elementary and high school student grants is a higher than average increase for the elementary and lower than average increase for the high school student grant. Although the Political System informs all of the proposed increases in educational funds, it is the average figure which reaches the ears of the public. Those school jurisdictions suffering declining enrollments do so because of (a) declining birthrates and (b) the movement of young adults to urban from rural environments. In both cases, declining enrollments are felt in elementary schools. This provides those school jurisdictions with less than average increases in operating funds.

As previously mentioned, teacher salaries account for some seventy percent of the average Alberta school jurisdiction's operating costs, eighty percent of which is received through SFPF grants regulations. If that jurisdiction does not receive at least the average increase in operating funds there will be an effect on the Education IR System. Either salary schedules will reflect the actual percentage increases in revenues received by that board or they will reflect the 'going rate' with corresponding reductions in staffs to compensate. Judging by salary schedules and recent press reports a little of both is happening.

The lowest six years of university maximum salary for 1975 was $16,678 (Ponoka CS) whilst the highest was $20,950 (St. Albert Public). The modal maximum salary in this category was $19,000 for all Alberta teacher collective agreements. The average maximum salary was $19,237 for fifty county and division and forty seven district collective agreements. The seventeen city collective agreements reported $19,601. (ATA, Summary and Analyses of Collective Agreements for 1975, Alberta, August, 1975) With a $4,272 range between highest and lowest maximum salary there are considerable differences in salary schedules.

Although there are no official records at this time the press has reported of teacher lay offs in some areas and reductions in staff in other areas by attrition.

It remains to be seen whether political action will be intense enough to remedy the situation. The ATA is calling for the recognition of teacher qualifications and experience in instructional grants as well as the freezing of divisional weightings to the 1975 ratios of 1, 1.1 and 1.5. Neither of these requests has been heeded in the 1976 SFPF grant regulations with the ratios being 1, 1.1 and 1.4. While elementary and junior high student increases average 13.3 and 13.4 percent respectively, senior high are only 5.8 percent for an overall 11 percent average.

III. SCHOOL BUILDING REGULATIONS

As table 2 shows, pupil enrollment in schools peaked in 1973 and subsequently started to show a decline*. Although total pupil enrollments showed an overall decline, there was a continuing shift in population. Appendix B shows such an occurrence in Strathcona County which registered 6,900 students in 1969 and 10,838 in 1975 for a 57.1 percent increase. In Edmonton City the combined Public and Separate school systems enrollments in 1969 was 104,820 falling to 98,910 in 1975. (Appendix B) It is obvious in the case of Strathcona that new schools had to be built to house the extra students. Although there were fewer students in Edmonton they were also demanding new schools because the city population with children of school age was moving to new housing sub divisions located at city boundary antipodes.

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* Table 2 shows that pupil enrollments increased slightly from 1974 to 1975. Although no Department of Education official documents are available, an official related to the writer that 'around a one percent increase in enrollments for the 1976-77 school year are predicted'. The official attributed this phenomena to the strong growth in the Alberta economy, particularly the Alberta Tar Sands and proposed Red Deer petro-chemical plants.

Residents of these new housing sub divisions required schools located within easy access. In 1974, new school buildings regulations came into effect, effectively prohibiting some of these people new schools. The regulations firstly prescribe attendance zones coterminus with existing school jurisdiction boundaries. Next, the regulations restrict the recognition of need of instructional facilities in these attendance zones '...unless the utilization factor ...(i.e. attendance divided by capacity) ...exceeds .90 and further foreseeable growth of enrollment is also recognized by the Board'. (Department of Education, The School Buildings Regulations, 1974) Those school jurisdictions given approval are funded through the SFPF to 'maximum functional areas ...relating to the school accommodation needed'.

The school system experiencing stable or declining enrollments but at the same time shifts of population within its jurisdiction may not be eligible for grants to build new schools. Political pressures have been exerted on school boards by residents of new housing sub divisions so much so that some of the new Edmonton sub divisions have signs erected warning prospective home owners of there being no schools in the immediate vacinity.

The School Buildings Regulations as they apply to situations mentioned above appear to be designed to fit in with the government's plan to reduce the priority given to educational finance. The ATA mentions 'The spending record indicates a most definate decline in the priority given to financing the education system of Alberta. (The SFPF has declined from 19.92 to 18.17 percent of total government expenditure over the past four years.) (ATA, Submission to the Executive Council of Government of Alberta, April 1975, p. 5)

IV. THREAT OF BACK-TO-WORK ORDERS

The Alberta Labour Act, 1973 was recently amended (Assent given 15 December, 1975) one section of which was the emergencies section. The amended version gives the Lieutenant Governor in Council powers not only to stop a strike but also to prevent a strike from occuring: 'Where in the opinion of the Lieutenant Governor in Council an emergency exists or may occur arising out of a dispute, in such circumstances that ...unreasonable hardship is being caused or is likely to be caused to persons who are not parties to the dispute...' (RSA 1973, c. 33, s. 163)

Although teachers have the right to strike as part of their arsenal of negotiating weapons, on two occasions back-to-work orders have been imposed on striking teachers. (Bow Valley SAA in 1971 and Southern Alberta SAA in 1973) 'Back-to-work orders were imposed on teachers who are not listed as essential service in Section 163 of the Labour Act (1973) and were not imposed on hospital workers (who are listed) or bus drivers who struck for a long period of time in the dead of winter imposing considerable hardship on citizens' (Thompson, ATA Magazine, 1976, p. 7).

Strikes are outputs of the IR System. They would be classified as 'unresolved conflict', of which the flow of effects to the environment would solicit further inputs to the IR System. In the case of the Bow Valley strike the Political System provided these further inputs. At the time of the strike, school boards were still receiving operating grants although the teachers' salaries did not have to be met. This was an inducement to the school boards to prolong the strike. The Minister of Education implemented Order-in-Council 1193 which reduced grants to school boards by sixty percent during a period when there was a withdrawal of services by instructional staff. (telephone call to Alberta Legislature) The ATA approved of the Order-in-Council and advocated its intent included in the School Act.

'We approve of the move of the Minister of Education to implement Order-in-Council 1193 in the Bow Valley School Authorities Association situation. We regret that this step was not taken at the beginning of the withdrawal of services or in the North Central (West) School Authorities Association dispute. The school boards in the Bow

Valley School Authorities Association have now saved more than enough in teachers' salaries to pay the entire cost of implementing the conciliation board award'. (ATA, Submission to the Executive Council of the Province of Alberta, December, 1971, p. 5)

When Order-in-Council 1193 did not cause an end to the strike, the Political System turned to the Emergency Section of the Labour Act. Order-in-Council 2126 effectively ended the strike. '...upon the recommendation of the Honourable the Minister of Labour, the Executive Council advises that the Lieutenant Governor in Council, persuant to section 106, subsection (1) of The Alberta Labour Act, do order that a PROCLAMATION issue declaring that on and after the 20th day of December 1971 all further action and procedures in the said labour dispute are to be replaced by the emergency procedures under section 106 of The Alberta Labour Act'. (Order-in-Council 2126/71, Approved and Ordered by Grant MacEvan, Lieutenant Governor of the Province of Alberta, December, 1971)

The strike had lasted fifteen working days. (table18)

A Ministerial Order ended the Southern Alberta SAA strike, once again after fifteen working days had been lost. Spelled out in the order were the settlement procedures. 'The parties to the dispute in the period extending up to and including the 8th day of April, 1973 are to meet and bargain collectively with a view to effecting settlement of all issues in dispute. Mediation staff of the Department of Manpower and Labour will be available at all times to assist the parties'. (Ministerial Order, Department of Manpower and Labour, April, 1973)

An arbitrator was also named in the order, however his services were not required. As in the Bow Valley dispute, the Southern Alberta SAA dispute was settled by the use of a mediator. (table 19)

V. CONCLUSION

The government's move toward parity between the elementary and high school student grant weightings is seriously affecting revenues in some school jurisdictions because of disproportionate mixes of elementary and high school students.

Until now, salary schedules have shown increases in the 'Min-Max' averages closely resembling the average increases in the SFPF grants. This indicates that the Political System is a major influence in the Education IR System. Beyond the scope of this study are salary schedule increases for 1976 which are subject to further Political System controls, the Anti-Inflation Board, which some are terming 'fourth party intervention'.

As well as affecting the Education System with its rules and regulations on educational finance, the Political System is a threat to the collective bargaining process.

The ATA is involved in the Political System, presenting briefs to the Minister of Education and Executive Council of Government at regular intervals.

CHAPTER VI

LEGAL INPUTS

The Legal System has an effect on the inputs to the Education IR System by establishing rules prescribing or prohibiting certain kinds of behavious.

Three pieces of legislation affect the Education IR System: The Teaching Profession Act, 1970, The School Act, 1970, and The Alberta Labour Act, 1973.

This chapter examines sections of these three statutes relevant to the IR System.

I. THE TEACHING PROFESSION ACT

The first Teaching Profession Act in the Province of Alberta was assented to in 1935. This was preceeded by almost twenty years of political action by teachers, members of the Alberta Teachers' Alliance the forerunner to the ATA.

HISTORY OF THE ATA*

The Alberta Teachers' Alliance, an offshoot of the Alberta Education Association, was established during the first World War. The Alliance was formed by a group of interested teachers troubled by the undignified social and economic standing of teachers. The first annual meeting of the Alliance in 1918 passed resolutions pertaining to salaries, tenure, a pension scheme and the drafting of a code of ethics. As individuals, teachers had had little voice in educational policy-making

* ATA Members' Handbook, 1976 Edition, pp. 9-10.

and it was hoped that as a group the teachers' voices would be heard.

The aggressive policies of the Alliance caused the government of the day and other interested groups to take steps to smash the Alliance, without success.

The Teaching Profession Act became law in 1935 after a plebiscite was taken in 1934 among qualified teachers on the matter of the Teaching Profession Bill. Over eighty percent of the teachers gave support to the bill which changed the name of the Alberta Teachers' Alliance to The Alberta Teachers' Association, and provided for the compulsory membership of qualified teachers. Also provided for in the bill was a Board of Reference.

The clause providing for the compulsory membership of teachers in the ATA was defeated (the cabinet split on the vote) and the Board of Reference was eliminated.

In 1935 the new Social Credit Government under the leadership of Premier W. Aberhart came into power and with it a more sympathetic attitude towards teachers.

In 1936 the Teaching Profession Act was amended to provide for the compulsory membership of teachers in the ATA and set up the Board of Reference still in operation today.

The Teaching Profession Act, 1970 establishes and constitutes 'The Alberta Teachers' Association' prescribing its objects and internal government.

The ATA objects are 'to advance and promote the cause of education in the Province, to improve the teaching profession ...to arouse and increase public interest in the importance of education ... and to cooperate with other organizations and bodies in Canada and elsewhere having the same or like aims and objects'. (RSA 1970, c. 362, s. 4)

Compulsory membership in the ATA is a condition of employment of that teacher 'other than as a superintendent' by a school board. (RSA 1970, c. 362, s. 5) The Act provides for 'active, associate, life, honourary and student membership in the ATA, limiting active membership to 'only teachers who are employed by school boards...' (RSA 1970, c. 362, s. 6)

Active and associate members have voting rights and may hold office but associate members are not subject to the discipline by-laws of the ATA. (RSA 1970, c. 362, s. 7)

The ATA is governed according to the provisions of the Act which gives it powers to pass by-laws concerning 'the election of the executive council and officers of the association, the formation, government, management and dissolution of local associations, the management of its property and affairs and its own internal organization and administration, the maintenance of the association and the fixing and collecting of annual and other fees, the time place and conduct of the annual and other meetings of the association, standards of professional conduct, a code of ethics and the establishment of a discipline committee and the discipline of members for breaches of such standards, and all such other matters as are considered necessary or convenient for the management of the association and the promotion of its welfare or the conduct of its business'. (RSA 1970, c. 362, s. 8)

The annual general meeting, referred to as the Annual Representative Assembly (ARA) and discussed further in Chapter VII, is the governing body of the ATA '...composed of the officers, the executive council and, as provided by the by-laws, the delegates from local associations'. (RSA 1970, c. 362, s. 10)

II. THE SCHOOL ACT, 1970

Teachers and school boards are empowered to bargain collectively according to the provisions of The Alberta Labour Act, 1973 by The School Act, 1970. Reference is made to that effect in the section of the Act dealing with the powers and duties of school boards (RSA 1970, c. 329, s. 65) and the section dealing with teachers' contracts of employment. (RSA 1970, c. 329, s. 74)

Appendix G contains a comparison of those sections of the 1955 and 1970 School Acts relevant to securing collective agreements.

TEACHERS' CONTRACTS:

Although both Acts empower teachers to bargain collectively with school boards pursuant to The Alberta Labour Act, the 1955 Act specified that the provisions in the collective agreement should not be in conflict with the Act. Many teacher working conditions and conditions of employment were laid down by the 1955 Act, specifically, section 346 limited the services or duties of a teacher to those in section 368 and elsewhere in the Act. The 1970 Act deems negotiable practically all working conditions and conditions of employment.

Contracts of employment continued from year to year under the terms of the 1955 Act whereas a conditional 'Unless there is agreement to the contrary' allows for temporary contracts to exist under the 1970 Act. With the period of teacher shortages over and there being declining enrollments in many areas, teachers are being offered contracts valid only for one year initially. These contracts may be renewed for a further year at the wishes of the school board. The major objection to this procedure is that it circumvents the teacher's right to be heard before a Board of Reference for non-renewal of the contract. A teacher under permanent contract whose contract is terminated has the right of appeal before a Board of Reference, if he believes it unjust.

SUPERVISORY PERSONNEL:

The terms of the 1955 Act required that a principal be appointed in schools of two or more teachers, and a vice-principal in schools where there were eight or more teachers. The 1970 Act requires that each school have a principal, with no mention of vice-principals being made.

The Teaching Profession Act specifically excludes superintendents from active membership in the ATA hence from the bargaining unit. The 1970 Act goes further than this in allowing 'administrative, supervisory or consultative personnel'. through negotiation, be excluded from the collective agreement.

TERMINATION OF CONTRACTS:

The major difference between the two Acts is that whereas teachers and boards could formerly terminate contracts only at the end of a school year, contracts can now be terminated by giving thirty days' notice, (except during vacations of more than fourteen days' duration).

TEACHER SUSPENSION:

Minor changes are encountered in the new provisions dealing with teacher suspension and the appeal procedures associated with it.

DUTIES AND POWERS OF TEACHERS:

It will be noticed in this section of the Appendix A that there are no duties of teachers referred to in the 1970 Act, although quite a comprehensive list was available under the 1955 Act. Of particular interest is section 346 of the 1955 Act which forbade the inclusion of any services or duties to be performed by the teacher which were not included in section 368 or elsewhere in the Act.

Both Acts give the teacher the power to suspend a pupil from class but whereas the 1955 Act outlined the circumstances where this was allowed, the 1970 Act gives the school board this discretion.

SCHOOL YEAR AND SCHOOL DAY:

In both Acts boards are given the power to decide the hours of opening and closing of schools and to provide for a school year of up to 200 days. Both Acts limit the amount of instruction a teacher may be required to give to 330 minutes, although the 1970 Act qualifies it by adding, 'Unless a teacher agrees', a board may not require a teacher to instruct pupils for more than 330 minutes. Vacations are handled differently in the 1970 Act which allows for one school vacation of at least four consecutive weeks. The 1955 Act decreed the months of July and August to be the long vacation.

WORKING CONDITIONS AND CONDITIONS OF EMPLOYMENT:

The 1970 Act provides for few conditions of employment. Specified are provisions for (i) the term of a contract, (ii) the term required for the termination of a contract by a board or a teacher, (iii) appeal to a Board of Reference over the termination of a contract or designation, (iv) salary for absence caused by medical or dental treatment, or because of accident, sickness or disability other than pregnancy, and (v) the daily period of instruction and length of school year during which a teacher shall instruct pupils.

No working conditions are outlined in the 1970 Act which allows boards and teachers to negotiate the terms according to The Alberta Labour Act, 1973.

III. THE ALBERTA LABOUR ACT, 1973

Although the ATA was recognized in 1935 '...it eventually came under the provisions of The Alberta Labour Act in 1941 in that the Association could become the official bargaining agent for its teachers...' (Odynak, 1963, p. 51).

The Alberta Labour Act, 1973 provides for the certification of 'A trade union that claims to have been selected by a majority of employees...' (RSA 1973, c. 33, s. 68) Although teaching has been a profession since the passage of The Teaching Profession Act in 1935 teachers are not excluded from the definition of 'employee' according to The Alberta Labour Act, 1973: '"employee" does not include ...a person who is a member of the medical, dental, architectural, engineering or legal profession qualified to practice under the laws of Alberta and employed in his professional capacity;' (RSA 1973, c. 33, s. 49) The ATA is the 'certified bargaining agent' of the teachers of Alberta.

An 'employer' is defined as 'a person, corporation, partnership or group of persons who has control and direction over an employee, or has control over the manner in which work or services are provided or done by an employee, or is responsible directly or indirectly for the employment of an employee, or is responsible for the payment of wages to an employee;' (RSA 1973, c. 33, s. 1) Each and every school board of trustees in an employer. Both The Alberta Labour Act, 1973 and The School Act, 1970 provide for the school board to be a member of an employers' organization. (RSA 1973, c. 33, s. 49 and RSA 1970, c. 329, s. 65)

The Alberta Labour Act, 1973, besides containing procedures for the registration of trade unions and employers' organizations, contains, among other things, the procedural rules of collective bargaining to be followed to secure a collective agreement. The procedural rules of collective bargaining and the provision for compulsory third party intervention before a strike or lockout may be staged will be dealt with in more detail in Chapter VII.

IV. CONCLUSION

The Legal System affects the Education IR System by prescribing the procedural rules of collective bargaining. The Teaching Profession Act, 1970 establishes and constitutes the ATA, prescribing the objects and internal government of the compulsory membership. The School Act, 1970 provides for collective bargaining between teachers and the school board to be conducted pursuant to The Alberta Labour Act, 1973 which outlines the procedural rules for the securing of a collective agreement.

CHAPTER VII

CONVERSION MECHANISMS

Conversion mechanisms refer to the existing procedures and practices used in the Education IR System to convert inputs into outputs. Collective bargaining is the legislated method which management and labour must employ in the process of acquiring a new collective agreement.

This chapter will deal with: (1) the structure and organization of the ATA as the certified bargaining agent of teachers, (2) the School Act and Labour Act provisions for securing a collective agreement, (3) the procedures for third party intervention when trustees and teachers fail to come to terms, and (4) information will be presented to determine the level of settlement of teacher collective agreements prior, and subsequent to, the passage of The School Act, 1970.

'The Alberta Teachers' Association has responsibility by virtue of The Teaching Profession Act, The School Act and The Alberta Labour Act for the processes concerned with economic welfare of its members.' (ATA 1975, p. 35)

I. STRUCTURE AND ORGANIZATION OF THE ATA

The objectives of the ATA are to 'advance ...the cause of education..., improve the teaching profession..., arouse and increase public interest in... and ...support for education, and to cooperate with other organizations ...having the same ...aims and objects'. (RSA 1970, c. 362, s. 4) The Teaching Profession Act establishes and constitutes the ATA 'under the name "The Alberta Teachers' Association" a body corporate and politic' (RSA 1970, c. 362, s. 3).

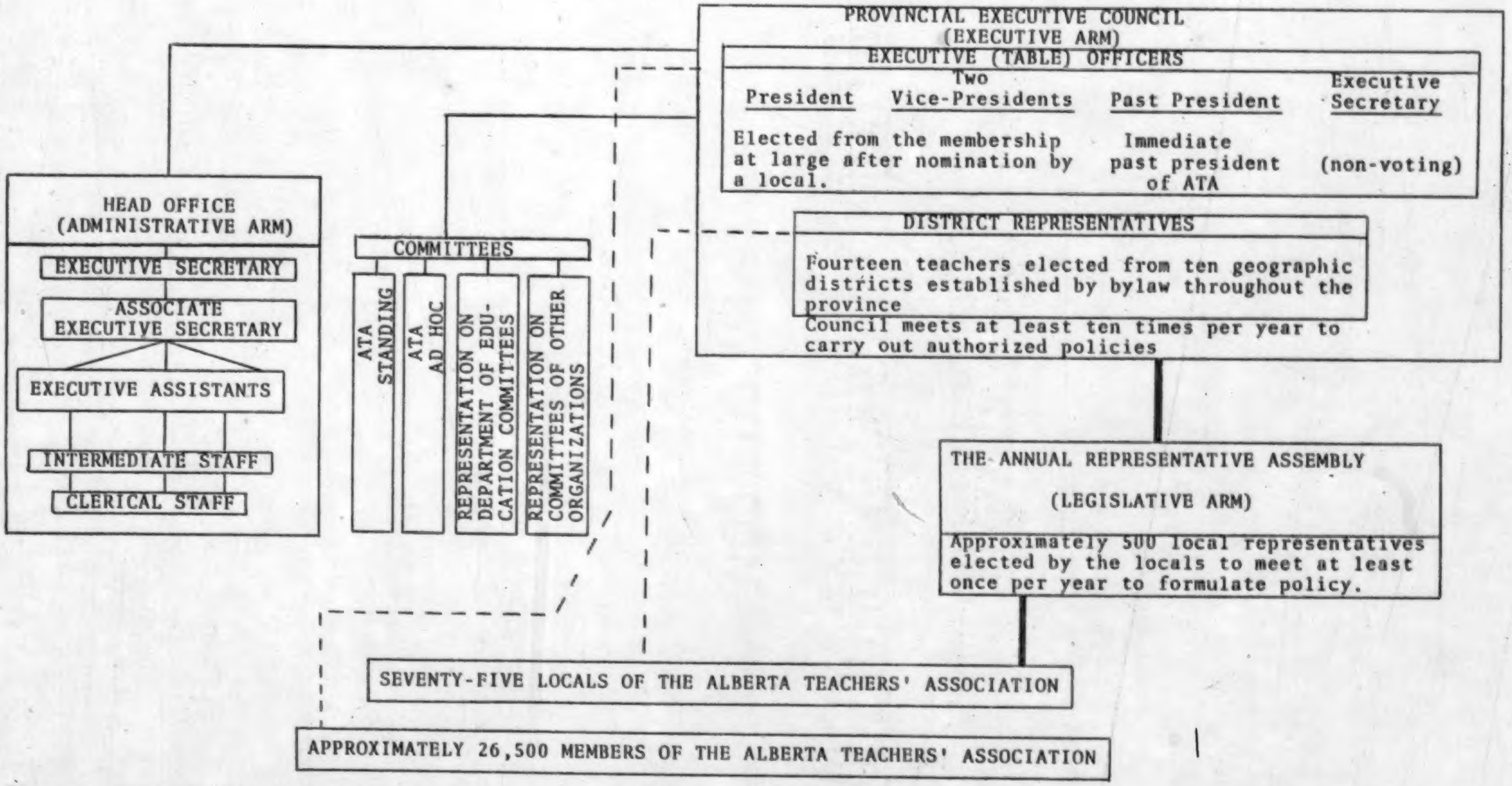
Figure 3 shows the organizational chart of the ATA. In 1975 there were approximately 21,500 full-time active members and about 5,000 members in other categories. (ATA 1975, p. 15) 'Only teachers who are employed by school boards, other than superintendents, may be active members of the association.' (RSA 1970, c. 362, s. 6) The members of the ATA support it by fees, $168 per year being the full-time membership fee as at September 1, 1975.

Teachers employed by the same school jurisdiction are members of a local, a subsystem within the ATA, however, a local may include teachers of more than one jurisdiction.

The policies of the ATA are set by an annual meeting of the Annual Representative Assembly (ARA), a body composed of representatives of local associations. Locals may submit proposals (in advance) for consideration before the ARA which approves the ATA budget and 'decides on revisions to the by-laws of the Association. (ARA) deliberations formulate the policies of the Association and determine its programs for the ensuing year.' (ATA 1975, p. 15) Between annual meetings of the ARA, ATA business is conducted by 'an executive committee of 19 persons..., the Provincial Executive Council'. (PEC) (ATA 1975, p. 15) PEC is composed of the five executive officers of the ATA, the president, past president, two vice-presidents and the executive secretary. Representatives of ten provincial geographic districts account for the other fourteen members. (Three members each from Calgary and Edmonton cities,

FIGURE 3

ORGANIZATIONAL CHART OF
THE ALBERTA TEACHERS' ASSOCIATION


PROVINCIAL EXECUTIVE COUNCIL
(EXECUTIVE ARM)
EXECUTIVE (TABLE) OFFICERS
President
Two Vice-Presidents
Past President
Executive Secretary
Elected from the membership at large after nomination by a local.
Immediate past president of ATA
(non-voting)
DISTRICT REPRESENTATIVES
Fourteen teachers elected from ten geographic districts established by bylaw throughout the province
Council meets at least ten times per year to carry out authorized policies
HEAD OFFICE
(ADMINISTRATIVE ARM)
EXECUTIVE SECRETARY
ASSOCIATE EXECUTIVE SECRETARY
EXECUTIVE ASSISTANTS
INTERMEDIATE STAFF
CLERICAL STAFF
COMMITTEES
ATA STANDING
ATA AD HOC
REPRESENTATION ON DEPARTMENT OF EDUCATION COMMITTEES
REPRESENTATION ON COMMITTEES OF OTHER ORGANIZATIONS
THE ANNUAL REPRESENTATIVE ASSEMBLY
(LEGISLATIVE ARM)
Approximately 500 local representatives elected by the locals to meet at least once per year to formulate policy.
SEVENTY-FIVE LOCALS OF THE ALBERTA TEACHERS' ASSOCIATION
APPROXIMATELY 26,500 MEMBERS OF THE ALBERTA TEACHERS' ASSOCIATION

Source: Revised from ATA, Members Handbook, 1970, p. 16.

and one member from each of the other eight districts.) PEC members from the ten geographic districts are elected for a two year term by teachers in the districts served, while the president and vice-presidents are elected by the provincial membership at large and serve a one year term. PEC establishes committees to advise and assist in ATA business.

ARA policies, PEC decisions and the work of the committees are acted upon by the secretariat of the ATA, the chief administrator of which is the executive secretary who is appointed by PEC (ATA 1975, p. 16)

In 1975 the executive secretary was assisted in his duties by an associate executive secretary, sixteen other executive staff and seventy eight other supporting staff. (ATA 1975, p. 16) We are told that 'At the present time, six executive staff are assigned to teacher welfare work, five to professional development and teacher education and certification, three to general membership services and two to communications'. (ATA 1975, p. 16)

II. SCHOOL ACT AND LABOUR ACT PROVISIONS

(i) The School Act Provisos:

One section of The School Act, 1970 pertaining to teachers advises them that 'the terms and conditions of a contract of employment ...shall be ...(those) ...negotiated under The Alberta Labour Act, 1973 and agreed between the board and an organization representing teachers'. (RSA 1970, c. 329, s. 74) The section of The School Act, 1970 relating the powers and duties of boards advises that 'Notwithstanding any provision of this Act, The Alberta Labour Act, 1973 applies to boards, teachers and other employees of a board'. (RSA 1970, c. 329, s. 65)

(ii) The Labour Act Provisos:

The Alberta Labour Act, 1973 makes reference to a 'certified bargaining agent' as one who can commence collective bargaining. (RSA 1973, c. 33, s. 94) A 'certified bargaining agent' refers to a 'trade union certified by the Board (of Industrial Relations) acting on behalf of employees in collective bargaining'. (RSA 1973, c. 33, s. 49)

The ASTA advises school board trustees that a school board is a legal entity and hence under the terms of The Alberta Labour Act, 1973 may become a party to collective bargaining. (ASTA Collective Bargaining Manual, section 11.0.1) School boards are further told that they may enter into a collective agreement 'with a group of employees calling itself ...an association, which has no legal status because it has no "certificate".' (ASTA Collective Bargaining Manual, section 11.0.1) The ASTA is referring to the common practice of most ATA locals which, as long as boards do not object, conduct their own collective bargaining. The ASTA warns boards that 'An agreement concluded with a group of employees without a certificate is just as binding as an agreement with a certified union'. (ASTA Collective Bargaining Manual section 11.0.1)

The ASTA explains the difference between a certified and non-certified employee group as being one in which officers of the certified unit are generally 'responsible (and) accountable for commitments made, and will ensure ratification of the agreement. No such assurance is available to employers who voluntarily recognize a non-certified employee group (since) the authority of the officers of a non-certified group to conclude agreements cannot be assured by a legal framework'. (ASTA Collective Bargaining Manual, section 11.0.1)

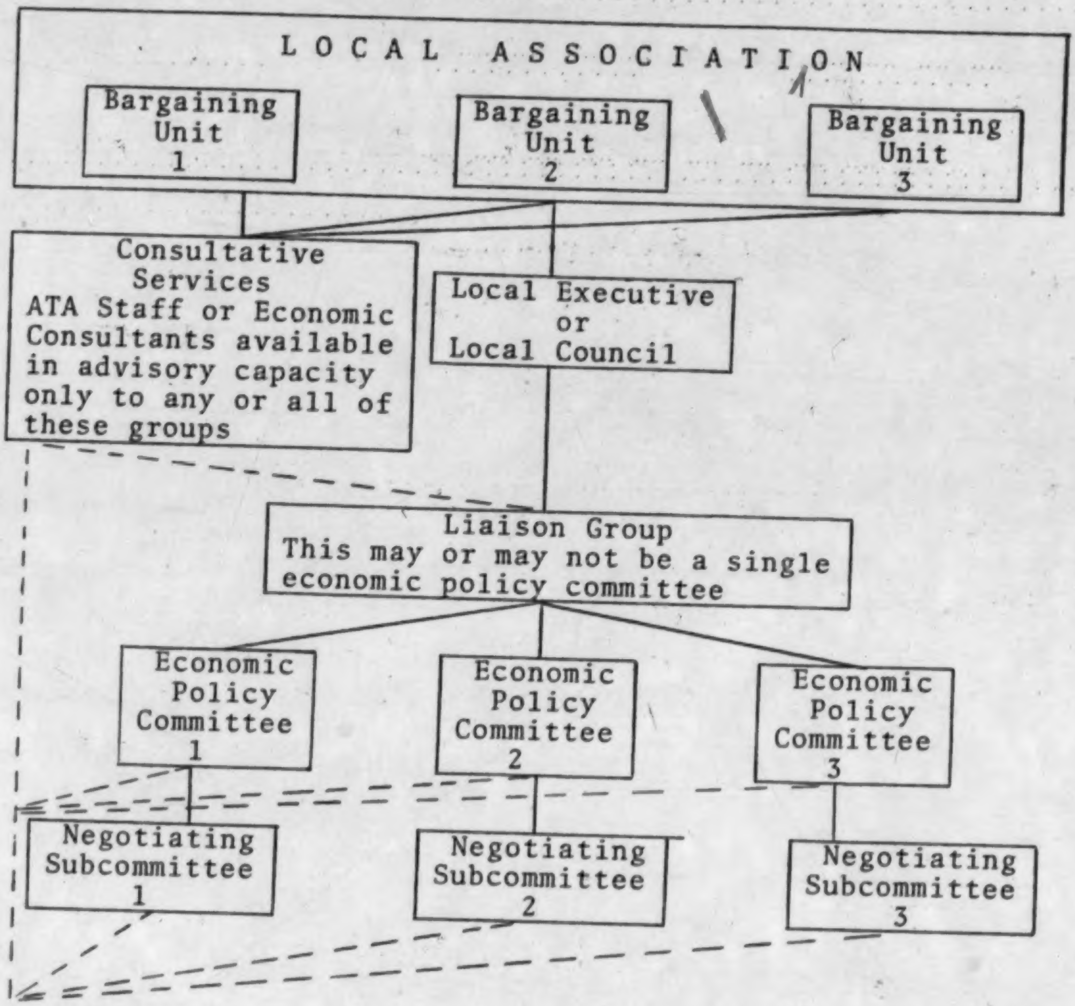
The ATA advises its members that 'local bargaining units do not have recourse to The Alberta Labour Act. Local bargaining units can be said to negotiate with school boards in a "lawful, but not legal" sense'. (ATA 1975, p. 35) The ATA 'encourages negotiations between a local bargaining unit and its employing school board' but reminds teachers that 'the formal agreement must be executed between the school board and the provincial Association'. (ATA 1975, p. 35)

(iii) The Bargaining Unit:

The ATA local bargaining units are made up of all those teachers employed by a particular school board or group of boards for those who are members of employers' organizations. Figure 4 outlines Local Bargaining procedures while figure 5 shows Regional Bargaining Procedures. The bargaining unit, if given voluntary recognition by the school board, initiates and conducts negotiations with its employing school board. Negotiations are given assistance by the ATA as requested. Bargaining units may work through a regional Economic Policy Committee (EPC) in the case of regional bargaining, or through a local (or sub-local EPC, since some locals contain teachers of more than one jurisdiction) EPC in the case of local bargaining.

FIGURE 4

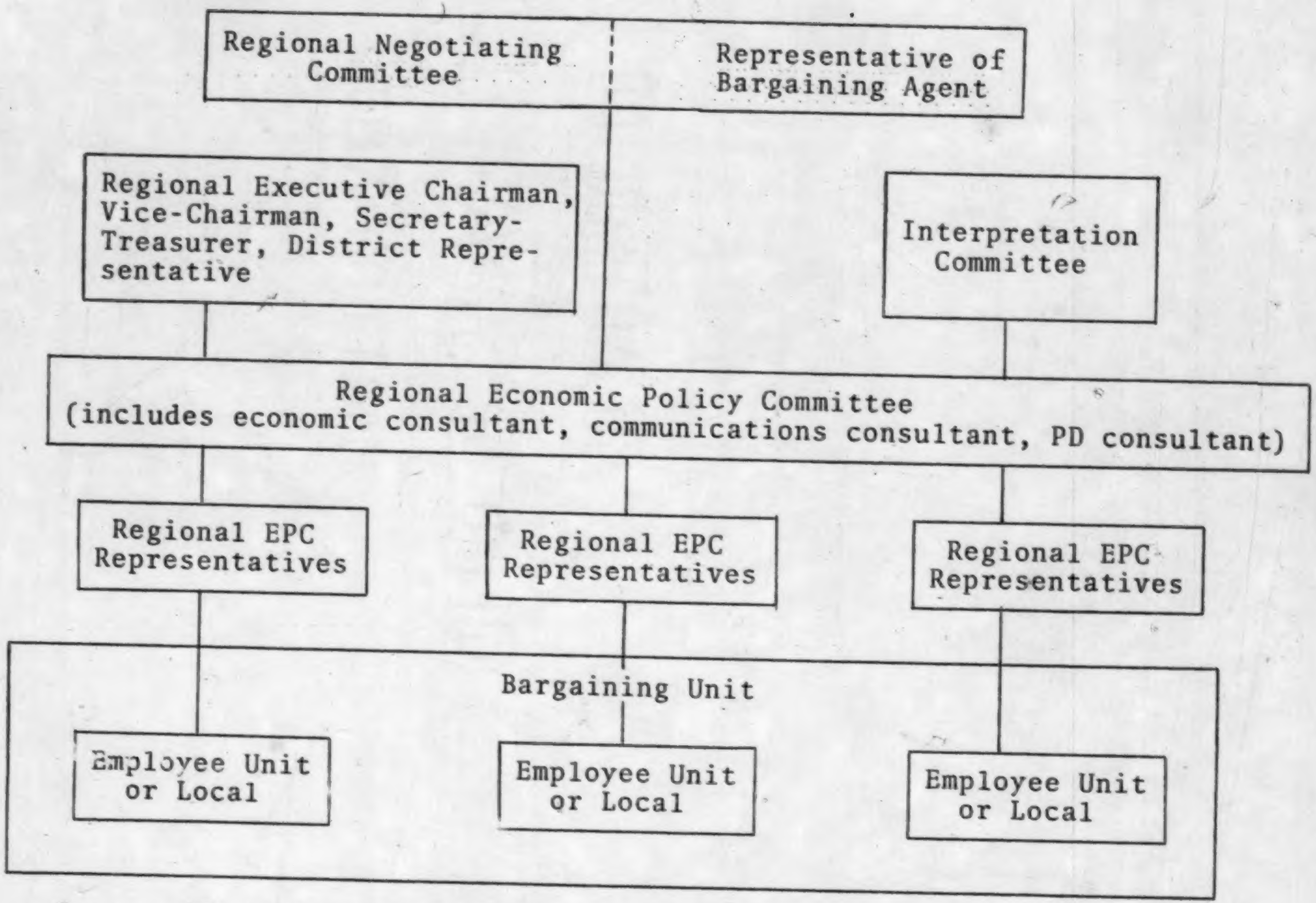
LOCAL BARGAINING PROCEDURES


LOCAL ASSOCIATION
Bargaining Unit 1
Bargaining Unit 2
Bargaining Unit 3
Consultative Services ATA Staff or Economic Consultants available in advisory capacity only to any or all of these groups
Local Executive or Local Council
Liaison Group This may or may not be a single economic policy committee
Economic Policy Committee 1
Economic Policy Committee 2
Economic Policy Committee 3
Negotiating Subcommittee 1
Negotiating Subcommittee 2
Negotiating Subcommittee 3

Source: ATA, Members Handbook, 1975 Edition, p. 37

FIGURE 5

REGIONAL BARGAINING PROCEDURES


Regional Negotiating Committee
Representative of Bargaining Agent
Regional Executive Chairman, Vice-Chairman, Secretary-Treasurer, District Representative
Interpretation Committee
Regional Economic Policy Committee (includes economic consultant, communications consultant, PD consultant)
Regional EPC Representatives
Regional EPC Representatives
Regional EPC Representatives
Bargaining Unit
Employee Unit or Local
Employee Unit or Local
Employee Unit or Local

Source: ATA, Members Handbook, 1975 Edition, p. 38

The EPC is responsible for drawing up recommendations for changes in the collective agreement for consideration by the teachers of that bargaining unit. From the members of the EPC a negotiating sub-Committee (NSC) is established 'of preferably not more than three members' (ATA 1975, p. 36) to negotiate a new collective agreement.

III. FAILURE TO SECURE A COLLECTIVE AGREEMENT:

If a NSC fails to secure a collective agreement the next step it must take is to engage the 'certified bargaining agent', an officer of the ATA, who attempts to negotiate a collective agreement acceptable to the bargaining unit. If the certified bargaining agent fails to secure a collective agreement, The Alberta Labour Act, 1973 provides for a compulsory two-stage conciliation process.

(i) Conciliation Commissioner

The initial 'third party intervention' comes by way of an appointed conciliation commissioner whose duties are to: '(a) hear such representations ...by the parties to the dispute, (b) mediate between the parties to the dispute, and (c) encourage the parties to the dispute to effect a settlement'. (RSA 1973, c. 33, s. 107)

The conciliation commissioner 'if unable to effect a settlement of a dispute ...may propose: (a) that a conciliation board be appointed ...or, (b) that his recommendations ...be referred to the parties to the dispute for them to accept or reject, or (c) that the parties to the dispute decide whether to strike or lockout'. (RSA 1973,

c. 33, s. 108)

(ii) Conciliation Board:

'Where the Minister (of Labour) accepts the proposal of a conciliation commissioner ...that he establish a conciliation board, the Minister shall ...require each of (the employer and the bargaining agent) to appoint a person to act as a member of the conciliation board. The two persons appointed ...shall appoint a third person to act as a member and chairman of the conciliation board'. (RSA 1973, c. 33, s. 109)

The duties of the conciliation board are similar to the conciliation commissioner in that it 'shall endeavour to effect a settlement'. (RSA 1973, c. 33, s. 113)

The conciliation board allows the parties to the dispute to give evidence and can even require the attendance of a person as a witness and the production of any documents, books and papers relating in any way to the dispute by summons, if required.

If the conciliation board is unable to effect a settlement, it is obliged to make recommendations to the Minister, who, if a strike or lockout is not the recommendation of the conciliation board, refers the recommendations to the parties to the dispute for them to accept of reject. If a strike or lockout is the recommendation of the conciliation board either the bargaining agent or the employers' organization may wish a strike/lockout vote be supervised by the Board of Industrial Relations.

(iii) Voluntary Collective Bargaining Arbitration Board:

A dispute regarding a collective agreement can be settled by a route culminating in voluntary arbitration, the award of which is binding on the parties in dispute.

'The parties to a dispute may agree ...to request ...a conciliation commissioner to effect a settlement of a dispute, and ...if (he) fails ...the matters in dispute will be referred to a collective bargaining arbitration board...' (RSA 1973, c. 33, s. 135) The three members of the arbitration board are appointed in the same way as those of the conciliation board. The proviso in both cases is that none of the persons shall be 'directly affected by the dispute' or have 'been involved in an attempt to negotiate or settle the dispute'. (RSA 1973, c. 33, s. 110 and s. 136)

(iv) The Strike or Lockout:

If the various conversion mechanisms mentioned fail to effect a settlement, that is the inputs into the education IR System fail to become converted into outputs, then the outputs are achieved through a show of strength. The teachers may vote for strike action or the school board may vote to lock out the teachers. Some would say that ~~a~~ strike or lockout indicates a breakdown of the collective bargaining process, however it is really a continuation of it. The strike or lockout in themselves cannot effect a settlement, rather, one or more of the conversion mechanisms must be utilized to get the workers back on the job. By this time, one or more of the environmental systems has provided added inputs into the IR System. In the strike/lockout situation of the education IR System the Political System can be a potent force in effecting a settlement through the use of the Emergencies Section of The Alberta Labour Act, 1973 which gives the Minister authority to stop a strike/lockout and establish a procedure for the settlement of a dispute. (RSA 1973, c. 33, s. 163) The Labour Act, 1973 mentions 'as a procedure to settle a dispute under section 163, (Emergencies) the Minister may establish a Public Emergency Tribunal consisting of three or more persons...' (RSA 1973, c. 33, s. 164)

(v) Mediation

Although not mentioned in The Alberta Labour Act, 1973 there are provisions for voluntary mediation on the Alberta collective bargaining scene. At any time during collective negotiations a mediator may be requested by either or both parties, or provided on Board of Industrial Relations initiative. (H. Libke, Director, Conciliation and Mediation Services, Department of Labour) Requests for a mediator would not normally occur until a dispute exists, in that one or both parties to a collective agreement have rejected conciliation recommendations. The mediator may be requested after the 'show of strength' of the strike or lockout fails to yield results.

IV. LEVELS OF SETTLEMENT OF COLLECTIVE AGREEMENTS

The Worth Commission report acknowledges that teacher contracts have been traditionally negotiated between ATA locals and school boards. Conceding that 'Often, negotiations were drawn out over long periods of time before settlements were reached. The introduction of regional bargaining ...has created even more serious problems. Not only have negotiations dragged on as long or longer than before, but there have been an unprecedented number of teachers' strikes or near-strikes'. (Worth 1972, p. 247) Statistics given in tables 16, 17 and 18 bear this out.

Table 16 shows the levels at which settlements were reached for the collective agreements effective between 1956 and 1972. Table 17 shows the percentage of agreements settled at each level of bargaining, while table 18 shows the incidence of teacher strikes in Alberta since 1942.

From Table 17 it can be seen that local level settlements of collective agreements occurred in between seventy one and eighty five percent of school jurisdictions from 1956 to 1968. Starting with 1968-69 agreements and subsequently, the local level settlement has dwindled to around forty six to fifty six percent. The reason given by the ATA for this occurrence is that '...during 1969, the trustees attempted to introduce regional bargaining though it was actually 1970 before school authorities associations were constituted...' (ATA, Economic Bulletin, January, 1973, p. 11) In other words, regional bargaining units appear to be responsible for more use of third party intervention in collective negotiations.

In a Discussion Paper for Meeting with the Minister of Education (September, 1971) the ATA cites 'The current crisis in collective bargaining is directly associated with the alliance of school

TABLE 16

Summary of Level of Settlements

Collective Agreements, 1956-57 to 1971-72

Effective year of agreement	Local	Bargaining agent	Conciliation commissioner	Conciliation board	Post concili-ation board	Voluntary arbitration	Compulsory arbitration	Total no. units
1956-57	100	12	11	1	-	-	-	124
57-58	98	17	7	2	-	-	-	124
58-59	101	13	6	3	1	-	-	124
59-60	100	13	7	2	2	-	-	124
60-61	89	20	12	4	-	-	-	125
61-62	107	10	9	1	-	-	-	127
62-63	107	6	11	4	3	-	-	131
63-64	106	11	12	1	3	-	-	133
64-65	121	9	8	1	2	-	-	141
65-66	105	17	13	4	2	-	-	141
66-67	118	12	9	1	2	-	-	142
67-68	112	18	8	4	1	-	-	143
68-69	77	27	16	11	12	-	-	143
69-70	81	31	18	9	6	-	-	145
70-71 & 1971	67	11	4	4	45	8	7	146
71-72 & 1972	74	6	2	4	45	8	7	146

Source: ATA, Economic Bulletin, January 1973, p. 12

TABLE 17

Levels of Settlements

As Percentage of Total Bargaining Units

Effective year of agreement	Local	Bargaining agent	Conciliation commissioner	Conciliation board	Post conciliation board	Voluntary arbitration	Compulsory arbitration	Total no. units
1956-57	80.6	9.7	8.9	0.8	-	-	-	100.0
57-58	79.0	13.7	5.7	1.6	-	-	-	100.0
58-59	81.5	10.5	4.8	2.4	0.8	-	-	100.0
59-60	80.6	10.5	5.7	1.6	1.6	-	-	100.0
60-61	71.2	16.0	9.6	3.2	-	-	-	100.0
61-62	84.2	7.9	7.1	0.8	-	-	-	100.0
62-63	81.7	4.6	8.4	3.0	2.3	-	-	100.0
63-64	79.7	8.3	9.0	0.7	2.3	-	-	100.0
64-65	85.8	6.4	5.7	0.7	1.4	-	-	100.0
65-66	74.5	12.1	9.2	2.8	1.4	-	-	100.0
66-67	83.1	8.5	6.3	0.7	1.4	-	-	100.0
67-68	78.3	12.6	5.6	2.8	0.7	-	-	100.0
68-69	53.8	18.9	11.2	7.7	8.4	-	-	100.0
69-70	55.9	21.4	12.4	6.2	4.1	-	-	100.0
70-71 & 1971	45.9	7.5	2.7	2.7	30.8	5.5	4.8	100.0
71-72 & 1972	50.7	4.1	1.4	2.7	30.8	5.5	4.8	100.0

Source: ATA Economic Bulletin, January, 1973, p. 13

TABLE 18

Teacher Strikes in Alberta Since 1942

Year	School Jurisdiction	No Of Teachers	Action		School Days Lost
			Board	Teachers	
1942	Vegreville	75	rejection	acceptance	33
1953	West Jasper Place	78	rejection	acceptance	5
1954	Newell	65	rejection	acceptance	--
1955	Clover Bar	80	rejection	acceptance	9
1957	Normandy	25	acceptance	rejection	19
1960	Leduc	170	rejection	acceptance	9
1963	Strathcona	245	acceptance	rejection	7
1969	Three Hills	112	rejection	rejection	4
1969	Minburn	126	acceptance	rejection	13*
1971	Calgary Place	4113	acceptance	rejection	3
1971	Battle River SAA	1007	rejection	rejection	-
1971	North Central (W) SAA	852	rejection	acceptance	10
1971	Bow Valley SAA	652	rejection	acceptance	15
1972	Southern Alberta SAA	1357	rejection	acceptance	15
1975	Devon	43	rejection	rejection	9
1975	Acadia	55	rejection	rejection	13

* Strike commenced July 4 to September 17, but only 13 teachers days lost.

Teacher Welfare Department - The Alberta Teachers' Association, 9. January, 1976 boards into regional employers' associations'. (p. 3) The 'crisis' undoubtedly refers to the four teacher strikes of 1971 (see table 18). The ATA made a submission to the Executive Council of Alberta (December, 1971) once again believing that the 'impasses' (in collective bargaining) stem from employers' associations. A July, 1975 submission to the Minister of Education explains 'Such (employers') associations continue to erode the last vestige of local autonomy of school boards and escalate teacher-school board conflicts because the bargaining is removed from the local scene and from the persons most directly concerned'. (p. 10)

Table 19 shows the level of settlement of collective agreements of the sixteen school jurisdictions under study from August, 1970 (to coincide with the passage of The School Act, 1970) to December, 1975. Table 20 groups the jurisdictions into those involved in (a) local, and (b) employers' association collective bargaining. (Lethbridge and Medicine Hat appear in both groups since prior to 1973 they were in an employers' association. According to the ATA Teacher Welfare Department, no reason for the disbanding of the Lethbridge-Medicine Hat City School Authorities Association was given in the letter advising of the reverting to local unit bargaining.) Summing the actual and possible times that the jurisdictions successfully completed negotiations at the local level in each category, shows that the group of jurisdictions bargaining locally were successful 82.7 percent of the time, while those in employers' associations were successful only 48.3 percent of the time. Another way of looking at

TABLE 19

Table showing the Level of Settement of Collective Agreements of the Sixteen School Jurisdictions, August, 1970 - December, 1975

	1970	1971	1972	1973	1974	1975
Athabasca		Post C				
Calgary Public	CB rejected M	CB rejected strike M			CB	
Calgary Separate					C rejected M	
Edmonton Public						C
Edmonton Separate		CB				C rejected Post C
High Prairie		CB		CB	C rejected Post C	
Lacombe		CB rejected strike M	CB		C	C
Lethbridge		C rejected settled by further bargaining				
Medicine Hat						
Mountain View		CB rejected strike M			C	
Northland						
Peace River					C rejected Post C	
Red Deer						
Strathcona		CB				
Vermillion River		C rejected M		CB rejected M		CB rejected M
Yellowhead						
Local level settlements	93.8%	43.8%	93.8%	87.5%	62.5%	81.3%

Key Blanks indicate local settlement
C conciliation commissioner
CB conciliation board
M mediation

Source: H. Libke, Director, Conciliation and Mediation Services, Alberta Department of Labour.

TABLE 20

Table showing the actual and possible number of local level settlements for (a) local and (b) employers' association bargaining units from August, 1970 to December, 1975.

	Local Level Settlements (1)			Local Level Settlements (1)	
(a) Local Units	Actual	Possible	(b) Employers' Assoc.	Actual	Possible
Calgary Public	3	5	Athabasca	4	5
Calgary Sep.(2)	4	6	High Prairie	2	5
Edmonton Pub.	4	5	Lacombe	1	5
Edmonton Sep.	3	5	Lethbridge (3)	1	2
Lethbridge	3	3	Medicine Hat (3)	1	2
Medicine Hat	3	3	Mountain View	3	5
Northland	5	5	Vermillion River	2	5
Peace River	4	5			
Red Deer	5	5			
Strathcona	4	5			
Yellowhead	5	5			
Totals	43	52		14	29
Percentage local level settlements	82.7			48.3	

Source: Table 18

1 Includes use of the certified bargaining agent.
2 1970 information included only in this case since all other agreements settled prior to the passage of the School Act, 1970.
3 Lethbridge and Medicine Hat were members of the same employers' association prior to 1973.

the statistics is that school jurisdictions involved in local unit bargaining required third party intervention only 17.3 percent of the time, while those in employers' associations required third party intervention 51.7 percent of the time. Employers' associations appear to be at least partly responsible for the increasing conflict in the Education IR System.

STRIKE ACTION

Table 18 shows the teacher strikes in Alberta since 1942, the year after teachers were included under the Industrial Conciliation and Arbitration Act of 1938. (Thompson, 1976, p. 6)

Prior to The School Act, 1970 which, the reader is reminded, allowed the formation of employers' associations for collective bargaining, only one school jurisdiction in the study, Strathcona, resorted to strike action in a 28 year period. Since that time three jurisdictions, Calgary Public, Lacombe (Battle River SAA), and Mountain View (Bow Valley SAA) were involved in strikes in only a five year period. Total teaching days lost to strikes prior to 1970 were seven, after 1970 there were eighteen lost by school jurisdictions within the sixteen under study, fifteen of which were lost by jurisdictions in employers' associations. This evidence would indicate that more teaching days have been lost to strikes by the sixteen school jurisdictions under study since proclamation of The School Act, 1970 and probable causes are the use of employers' associations in collective bargaining and the increased scope of negotiable items under the provisions of The School Act, 1970.

V. CONCLUSION:

The Teaching Profession Act, 1970 provides the legal framework for the existence of a Teachers' Association which is to be known as The Alberta Teachers' Association. The School Act, 1970 bestows the provision to negotiate the collective agreement according to the provisions of The Alberta Labour Act, 1973 upon 'an organization representing teachers', while the latter Act provides for the ATA to be the 'certified bargaining agent', acting on behalf of teachers. The Alberta Labour Act, 1973 also allows for a non-certified bargaining agent to conduct collective negotiations and many locals take advantage of this provision which the ATA encourages.

Both The Alberta Labour Act, 1973 and The School Act, 1970 allow school boards to form employers' organizations for the purpose of collective bargaining, a route which many boards have taken.

The Alberta Labour Act, 1973 provides the legal framework in which negotiations must take place, allowing for compulsory third party intervention in the event of an unsettled dispute. One route culminates in a strike or lockout situation which must resort to a further use of the conversion mechanisms, but most likely with added environmental inputs, and the other route culminates in voluntary but binding arbitration.

Fewer collective agreements are concluded at the local level with more use of third party intervention and the strike weapon being apparent. The use of employers' associations appears to be one source of increasing conflict in negotiations, while the broadened scope of negotiable items with the proclamation of The School Act, 1970 may also be a factor.

CHAPTER VIII

OUTPUTS OF THE EDUCATION IR SYSTEM

The outputs of the Education Industrial Relations (IR) System were examined by the investigation of the collective agreements of the sixteen school jurisdictions under study.

The 1969-70 collective agreements were referred to as 'salary agreements'. Indeed, The School Act, 1955 directs school jurisdictions to 'prepare and adopt a salary schedule, ...(which shall set out) ...the minimum salary, the annual increments, which may be limited by a maximum salary, and ...may provide for additional renumeration of principals and other teachers vested with special supervisory duties...' (RSA 1955, c. 297, s. 359)

The School Act, 1970 provides for 'the terms and conditions of a contract of employment between a board and a teacher ...(to be those) ...negotiated under The Alberta Labour Act, 1973'. (RSA 1970, c. 329, s. 74)

A comparison of 1969-70 and 1975 agreements reveals a marked difference in content, the former resembling salary agreements and the latter taking the form of collective agreements. That is, the 1975 agreements contain some working conditions and conditions of employment. As mentioned previously, teachers have had the right to bargain since 1941. This suggests that the differences between 1969-70 and 1975 agreements were brought about, in part, by the influence of the Legal System which now allows collective agreements rather than salary agreements for teachers.

The particular school jurisdictions chosen in this study were identical to those chosen by Johnson (1971) in his doctoral dissertation which covered 1960 to 1969 teachers' salaries and working conditions. While Johnson used policy handbooks as well as salary agreements, this writer did not. The reasons for this are that policy (i) is not negotiable, (ii) can be unilaterally changed by a meeting of the school board, and (iii) is not open to the grievance procedure.

Appendix A gives an alphabetical listing of the sixteen school jurisdictions, their location, type and number of teachers employed by each in 1975. The locations and types of jurisdictions are such that they should be fairly representative of the province as a whole. Between them in 1975 the sixteen jurisdictions catered to 61.4 percent of all provincial students, employed 60.3 percent of the province's teachers and (in 1974) spent 63.4 percent of the total provincial education expenditures. (Calculated using tables 1 and 6, and Appendix B.) Appendix B contains statistical information on the school jurisdictions. As will be noticed the number of teachers listed for each jurisdiction in Appendix B is less than that listed in Appendix A. The latter lists the number of teachers paying Alberta Teachers' Association (ATA) dues whereas the former gives the number of teacher equivalents employed.

This chapter will deal with the salaries and some selected working conditions and conditions of employment contained in the collective agreements. These were determined by comparing 1955 and 1970

School Acts to see where the latter Act was silent on those conditions contained in the former. As mentioned previously, Appendix G contains a comparison of those sections of the 1955 and 1970 School Acts relevant to securing a collective agreement.

I. TEACHER SALARIES

Appendix C ranks the 1969-70 salary schedules of the sixteen school jurisdictions according to the six year maximum. Appendix D ranks the 1975 salary schedules according to the six year maximum. Table 21 compares the mean minima and maxima salaries computed from the individual salary schedules for 1969-70 and 1975. In effect, an average salary schedule for the sixteen school jurisdictions is obtained so that average salaries can be compared with provincial average salaries.

A comparison of Appendices C and D reveals that the 'big city' school jurisdictions (Calgary Separate, Edmonton Separate, Calgary Public and Edmonton Public) were the highest paying jurisdictions. Ranked in ascending order, only $175 separated Calgary Separate from Edmonton Public in all maximum salary categories shown for 1969-70. By 1975 Edmonton Public and Edmonton Separate tied for first place and Calgary Separate joined Calgary Public in second place. Only $100 separated all categories shown.

Appendix E shows the lowest and highest graduate years (i.e. four, five and six years of university) minimum and maximum salary schedules for the sixteen school jurisdictions in the study and for Alberta. It can be seen that the teachers in the Fort Vermillion School

TABLE 21

Table comparing the mean minima and maxima salaries computed from the sixteen school jurisdictions' salary schedules for 1969-70 and 1975.

		YEARS OF UNIVERSITY			
		3	4	5	6
1969-70	Min	$ 5,857	7,139	7,605	8,073
	Max	9,024	11,728	12,179	12,645
1975	Min	9,004*	11,055	11,705	12,391
	Max	13,928	18,387	19,062	19,756

* Only 11 jurisdictions

Source: Computed from 1969-70 and 1975 Salary Schedules.

Division Number 52 enjoyed the highest four year minimum salary, while teachers in the Canadian Forces Base enjoyed the highest five and six year minimum salaries for Alberta. The highest graduate years' maximum salaries were enjoyed by the teachers of St. Albert Public School District.

Using table 21 and interpolating, the teacher with provincial median 1969-70 qualifications of 4.1 years of university and 7.8 years of teaching experience was collecting an annual salary of $10,439. The teacher with the 1975 median of 4.6 years of university and 7.1 years of teaching experience received $16,187 for an annual average increase of 8.5 percent*. This compares to 10.4 percent average annual increase using the provincial average salary schedule.

This indicates that the teachers in the sixteen school jurisdictions under study saw average annual salary increases less than the provincial average during the 1969-70 and 1975 period taking into account changes in qualifications and experience. A comparison of tables 11 and 21 shows that the mean provincial salary scale was lower than the mean salary scale for the sample jurisdictions in 1975.

Since Calgary and Edmonton are the only large urban centres in the province and accounted for 10,665 teachers (Appendix B) of the provincial total of 22,615 (table 6) they deserve special mention. Table 22 compares the fourth year minimum and maximum salaries for the provincial average and Calgary-Edmonton average salary schedules for 1969-70 and 1975. Fourth year of university training categories were

* Computed using compound interest tables in Grant (1970)

TABLE 22

Table comparing the fourth year minimum and maximum salaries for the provincial average and Calgary and Edmonton average salary schedules for 1969-70 and 1975.

		Provincial (1)	Calgary-Edmonton (2)	Difference	
		$	$	$	%
1969-70	Min	7,108	7,206	98	1.4
	Max	10,075	12,206	2,131	21.2
1975	Min	10,934	11,350	416	3.8
	Max	17,960	19,150	1,190	6.6

Source: (1) Tables 10 and 11

(2) Appendices C and D

used since most teachers are placed in this category for salary purposes. (53.7 percent in 1975-76 - table 7)

In 1969-70, Calgary-Edmonton minimum fourth year salaries were $98 or 1.4 percent higher than the provincial average salary schedule. They climbed to $416 or 3.8 percent above the provincial average salary schedule in 1975. This is insignificant when one examines the maximum salary. In 1969-70, Calgary-Edmonton fourth year maximum salaries were $2,131 or 21.2 percent higher than the provincial average salary schedule. By 1975, this was reduced to a $1,190 or 6.6 percent lead.

It is current ATA policy to remove the disparity between rural and urban salary schedules. To achieve this, rural jurisdication salary schedules must achieve greater percentage gains in salary than their urban counterparts. It appears this has been the case from 1969-70 to 1975.

Specifically, taking an average Calgary-Edmonton salary grid for 1969-70 and 1975, and comparing the salary increase fot the teacher with provincial median qualifications during those years results in an annual average increase of 8.3 percent*. The teacher who stayed at the 1969-70 level of 4.1 years of university and 7.8 years of experience averaged 8.4 percent*. The corresponding increases using a provincial average salary schedule were found to be 10.4 and 10.5 percent respectively. The average Alberta worker salary increase during the same period was 9.9 percent. While the provincial average teacher has

* Computed using compound interest tables in Grant (1970)

gained ground over his urban counterpart as far as salary increases are concerned, the urban teacher has lost ground to the average Alberta worker.

II. WORKING CONDITIONS AND CONDITIONS OF EMPLOYMENT

As mentioned, the working conditions and conditions of employment studied were those contained in The School Act, 1955 but not mentioned in The School Act, 1970. Also, since The School Act, 1970 allows for the negotiation of a collective agreement according to The Alberta Labour Act, 1973, working conditions and conditions of employment deemed important were studied. Whereas the former includes such items as (i) vice principals, (ii) teacher duties, (iii) compassionate leave, and (iv) inclement weather, the latter includes (1) the school day and year, (ii) class load, (iii) preparation time, (iv) noon hour break and (v) management rights. Appendix F compares the provisions of 1969-70 salary agreements with those of 1975 collective agreements. (collective agreements should be consulted for the actual wording)

(i) Employers' Organizations

The School Act, 1970, allows boards to be members of employers' organizations delegating their power to bargain to that organization. (RSA 1970, c. 329, s. 65) Five jurisdictions in the study have opted for that route in collective bargaining. Lethbridge and Medicine Hat were members of an employers' organization until 1973. (Sixty of the province's 143 jurisdictions are members of the eight employers' School Authorities Associations (SAA) in Alberta. ATA Teacher Welfare Department)

Athabasca is a member of the North Central (East) Alberta SAA, High Prairie of Northern Alberta SAA, Lacombe of Battle River SAA, Mountain View of Bow Valley SAA and Vermillion River of Elk Island SAA.

(ii) Exclusion from the Agreement

The School Act, 1970, allows for the exclusion from the collective agreement, through negotiation, of teachers designated to administrative, supervisory or consultative position. (RSA 1970, c. 329, s. 82)

ATA policy (1973) directs that all teachers, except the superintendent, should be members of the bargaining unit. (ATA Members' Handbook, 1975, p. 146) ASTA policy recommends that boards negotiate for the exclusion of the Superintendent, Directors and any other designation encompassing the term 'superintendent'. (ASTA Collective Bargaining Manual, section 12.0)

Classes of personnel excluded from the agreements would indicate that the ASTA was successful as only two jurisdictions exempt the Superintendent only. Since ATA policy on this was not decided until 1973, it could be that the ASTA reached its goal prior to that time.

(iii) Principals and Vice-Principals

Whereas the School Act, 1955 required the appointment of a principal in a school with two or more teachers, and a vice-principal with eight or more teachers (RSA 1955, c. 297, s. 370), the School Act, 1970 requires each school to have a principal. (RSA 1970, c. 329, s. 82) No mention is made of vice-principals. The School Act, 1955 also outlined the duties of the principal, adding that the school board '...may make regulations ...governing the duties of principals and vice-principals'... (RSA 1955, c. 297, s. 374)

All sixteen jurisdictions had provisions for the payment of principals and vice or assistant principals prior to and after the 1970 School Act came into being.

(iv) Teacher Duties:

Teacher duties were spelled out in The School Act, 1955 and these ranged from '...teach diligently and faithfully all the subjects required to be taught...' to '...give strict attention to the proper heating, ventilation and cleanliness of the school...' (RSA 1955, c. 297, s. 368) The 1970 Act refers to '...the terms and conditions of a contract of employment...(being those) ...negotiated under The Alberta Labour Act, 1973...' (RSA 1970, c. 329, s. 74)

The ATA policy is that 'A voice in the determination of conditions for professional service is a right of the teaching profession. All matters which affect the quality of education are subject to negotiation...' (ATA Members' Handbook, 1975, p. 146) The ATA warns that 'With the passage of The School Act, 1970, many facets (in relation to working conditions) formerly legislated are now left to local prerogative. If the collective agreement is silent, local prerogative will become management prerogative'. (ATA Guidelines for Collective Bargaining, 1971-72. October, 1970)

The ASTA position is that boards should not '...under any conditions...' (ASTA Collective Bargaining Manual, section 50.1.4) include statements in the collective agreements on conditions of service such as hours of work, pupil-teacher ratios and other similar restrictions referred to in industry as technological change. Boards should insist that the collective agreement deal only with matters relating to salary matters.

Eleven jurisdictions make no mention of teacher duties or conditions of service. (It is possible these are contained in policy handbooks.) Five jurisdictions leave teacher duties either to the principal to assign or to the principal 'in consultation with staff'. Three jurisdictions have clauses which state that it is recognized that the board has the right and responsibility to formulate and adopt policy and regulations. This in effect means that teachers have relinquished the right to negotiation over those policies and regulations pertaining to working conditions and conditions of employment in those jurisdictions. Of saving grace is The School Act, 1970 which states '...but notwithstanding any other agreement to the contrary the terms and conditions of a contract of employment ...shall be (those) negotiated ...' (RSA 1970, c. 329, s. 74) It goes on to say that any contract excluding these provisions is void.

(v) Consultation:

The ATA cautions Economic Policy Committees regarding the use of teacher-board advisory committees. While endorsing the use of the committees, the ATA says that they 'have good reason to suspect that some board members are using this as a ploy to circumvent meaningful collective bargaining'. (ATA Guidelines for Collective Bargaining, 1971-72, October, 1970)

The ASTA advises against clauses in the collective agreement establishing teacher-board advisory committees and the inclusion of 'consultation' clauses. (ASTA Collective Bargaining Manual)

Seven salary agreements contain provision for a teacher-board advisory committee, four contain 'consultation' clauses and five have no provision for either.

Since no collective agreements spell out exactly the duties or conditions of service of the teacher, school boards appear to be using the 'management perogative' approach as the ATA said would happen. Calgary Separate's salary agreement uniquely contains provision for a 22.83 district wide pupil-teacher ratio, a provision for which the teachers held a strike vote but did not execute a strike. Along similar lines, Edmonton Separate's agreement contains a clause saying that the board 'will attempt' to lower the system wide pupil-teacher ratio in kindergarten, grade I and II.

The School Act, 1970 provides for negotiation under The Alberta Labour Act, 1973 which in turn refers to a collective agreement as being 'an agreement in writing ...containing terms or conditions of employment'. (RSA 1973, c. 33, s. 49) Advisory committees and consultation clauses allow only for teachers' opinions to be heard and ultimately the board will determine policy, most of which can affect the teachers' working conditions and conditions of employment.

(vi) School Year and School Day:

The School Act, 1955 defined the school year as beginning on the first of July and ending on the thirtieth of June with school starting on or after the first of September and opening continuously except for holidays and vacations as provided for in the Act. (RSA 1955, c. 297, s. 377 and s. 380) The School Act, 1970 requires boards to 'specify the school opening date, ...the number and days of school operation ...the length of the school day...' (RSA 1970, c. 329, s. 139) While the old School Act provided for 'as close to 200 days of school operation as possible' it limited to 330 minutes the amount of instruction a teacher could be required to give. The new School Act refers to a maximum instructional day of 330 minutes, and a school year of not less than 190 nor more than 200 days but prefaces it with 'unless a teacher agrees'. (RSA 1970, c. 329, s. 74)

The ATA and ASTA have no current policy on the matter of the length of the school year.

Current ATA policy on the length of the school day is "A maximum hour load per teacher in keeping with other policy of the Association'. (ATA Members' Handbook, 1975 Edition p. 155) 'Other policy' would relate to 'adequate time and facilities during the school day for administration and supervision and for the preparation of materials for classroom work by principals, assistant principals, vice principals and teachers'. (ATA Members' Handbook, 1975 Edition p. 154) The ATA Sample Agreement for 1975 would have collective agreements state that 'the maximum amount of instruction time during which a teacher is to be regularly required to teach students shall be 20 hours per week'.

The ASTA recommends that boards keep references to the amount of work out of collective agreements, but if ATA negotiators insist, it should be specified as 'The normal hours of scheduled service for each teacher shall be 35 hours per week'. (ASTA Collective Bargaining Manual)

(vii) *School Year*:

Four jurisdiction collective agreements contain a clause limiting the period during which a teacher 'shall render service' or 'be assigned duties' to 200 days per year. This means that teachers in these jurisdictions have given up their right to negotiate the length of school year if less than 200 days were desired. *The School Act, 1970* reads 'Subject to subsection (2) but notwithstanding any other agreement to the contrary the terms and conditions of a contract of employment ...shall be (those) negotiated under The Alberta Labour Act, 1973... (RSA 1970, c. 329, s. 74) (Subsection (2) is the one dealing with the length of school year and minutes of instruction.) The interpretation to this clause is not quite clear. *The Concise Oxford Dictionary* defines 'Subject to' as 'conditional upon' whereas 'but' means 'only' or 'except' and 'notwithstanding' is defined as 'in spite of' with a phrase structure similar to the one under discussion being defined as 'the second order is the original. In this context, it would mean that 'the terms and conditions', being the second order, are deemed to be the original. The interpretation of the clause appears to be 'Conditional upon subsection (2) except in spite of any other agreement to the contrary the terms and conditions of a contract of employment ...shall be (those) negotiated under The Alberta Labour Act, 1973...' (The words 'appear to be' are used since no court ruling has been called upon.) Clearly then, subsection (2) is valid until there is an agreement to the contrary which was negotiated under The Alberta Labour Act, 1973. Five jurisdications have negotiated agreements to the contrary.

(viii) School Day:

No jurisdiction makes reference to the length of the school day but three limit the school week to a maximum of thirty assigned hours, 23 1/3 hours of which are for instruction, the remainder for extracurricular, supervision, staff meetings and parent-teacher interviews. Teachers are reminded that their professional responsibilities do not end there.

In no agreements do teachers have a voice in the number of days that they will work. (within the 190 to 200 day framework of The School Act, 1970) Further, teachers have no voice in the number of hours during which they will be involved in 'rendering service'.

The ASTA believes that the 'proposed 35 hours ...is a service commitment by teachers which may be scheduled by the school management. It is exclusive of release, relief or preparation time'. (ASTA Collective Bargaining Manual, Section 50.1.3) Not one collective agreement contained provisions for preparation time nor a noon hour break from supervision of students. The ATA Sample Agreement for 1975 includes clauses which would limit the maximum teacher instruction time to 20 hours per week and provide for one hour per day free lunch period. The School Act, 1970 and The Labour Act, 1973 are both silent on the matter of periods allowed for meals or rest.

(ix) Maternity Leave:

The School Act, 1955 gave the school board authority to 'require a teacher who is pregnant to take leave of absence with or without salary for such period as it may direct'. (RSA 1955, c. 297, s. 365) The ATA Sample Agreement for 1975 suggests that the dates for maternity leave of absence be without pay and on the recommendation of the attending physician. Four agreements contain this provision while five make no mention of maternity leave.

The ASTA recommendation is for maternity leave, without pay, to be effective not less than three months before the date of confinement and for three months to elapse after confinement except that the board should be under no obligation to reassign the teacher before the beginning of a school year or semester. (ASTA Collective Bargaining Manual, Section 40.5) Seven jurisdictions, although allowing the teacher maternity leave more or less according to the eight-week-before-confinement-period for which Unemployment Insurance Commission (UIC) benefits are available, have clauses which release the board from the obligation of reassigning the teacher other than at the beginning of the year or semester.

Although recommending maternity leave of absence without the reassignment obligation according to the UIC six-weeks-after-confinement benefits, the ASTA advises boards of changing attitudes towards maternity leave of absence citing the Individual's Rights Protection Act, Section 6: 'No employer ...shall ...(b) discriminate against any person with regard to employment or any term or condition of employment, because of the race, religious beliefs, colour, sex, marital status, age, ancestry or place of origin of that person...' (RSA 1972, c. 2, s. 6) Numerous cases from the United States regarding pregnancy related policies, rules and regulations of school boards there, are referred to, adding that 'the Canadian courts have been strangely silent on cases of this nature and whether policies requiring maternity leave will withstand a challenge remains to be seen'. (ASTA Collective Bargaining Manual, section 40.5.3)

(x) Compassionate Leave:

Provision for the board to 'pay the salary of a teacher for any day during which he is absent from school by reason of family affliction or other cause deemed sufficient by the board', (RSA 1955, c. 297, s. 364) no longer is contained in The School Act, 1970. The ATA Sample Agreement for 1975 suggests tempory leave of absence not exceeding 5 days should be authorized with pay for the critical illness or death of spouse, child, parent, brother, sister, parents of spouse or other relative. The ASTA recommends 'that the provisions for leave of absence be kept in policy and not in the collective agreement'. (ASTA Collective Bargaining Manual, Section 40.4)

All jurisdiction collective agreements except Red Deer contain provision for temporary leave of absence for the critical illness or death of a close relative. Eight of the sixteen jurisdictions have clauses in the collective agreement using exactly the same wording for compassionate leaves as in the 1969-70 agreement. This would indicate that the revision of the School Act had little effect on this item.

(xi) Inclement Weather:

Unavoidable absence 'despite reasonable effort' caused by 'inclement weather, impassable road conditions, or the failure of transportation facilities other than his own' (RSA 1956, c. 49, s. 53) entitled the teacher to his salary for those absences according to the old School Act. Six agreements enjoy this provision in 1975 agreements.

(xii) Class Size:

The term 'pupil-teacher ratio' is a misleading one since it merely divides the total number of students by the total number of teachers. The term 'teacher' encompasses all those who must hold a teaching certificate as a condition of employment. Many 'teacher equivalents' counted in the pupil-teacher ratio are lost by classroom instruction to administration and supervision. For this reason pupil-teacher ratio seldom has any bearing on the number of students enrolled in a class. ASTA recommendations are for all references to 'pupil-teacher ratios ...and all similar restrictions be kept out of the collective agreement'. (ASTA Collective Bargaining Manual, Section 50.1)

Not one agreement contains reference to class size although Calgary Separate School District agreement provides for sufficient teachers to be allocated to schools to provide for a 22.83 pupil-teacher ratio. This in no way limits the number of students in the classroom.

(xiii) Other Items:

Ten agreements contain the proviso that boards may create and fill designations other than those contained in the collective agreement, as long as salaries and allowances for these designations are negotiated.

Three agreements contain clauses which recognize a right of the board is to formulate and adopt policies and regulations.

Three agreements contain clauses which entitle teachers who are transferred by the board to relocation expenses.

One agreement holds the board to using natural attrition as the method for reducing staff as a result of declining enrollments, while one other agreement holds the teachers to settling all differences dealing with the current agreement without work stoppage. This latter restriction would appear to be superfluous since The Alberta Labour Act, 1973 rules a strike (or lockout) illegal 'where a collective agreement is in force'. (RSA 1973, c. 33, s. 132)

III. CONCLUSION

The Legal System changed the scope of collective bargaining for teachers with the passing of The School Act, 1970. Salary agreements are beginning to take the form of collective agreements, in spite of the ASTA advice to boards to resist 'under any conditions' statements in the collective agreements on conditions of service. The ASTA further advises that the collective agreement should deal only with matters relating to salary. Only Peace River and Red Deer have 'salary agreements', whereas inroads are being made in the other jurisdictions. Of particular consequence is the inclusion of a pupil-teacher ratio in one collective agreement. While this does not limit the number of students a teacher must teach each day, it is a start in this direction.

Teacher duties are defined in some collective agreements, albeit rather broadly. The hours of work are defined in some which also points to the teachers making gains in the direction of securing collective agreements, which by The Alberta Labour Act, 1973 definition, is an agreement 'containing terms or conditions of employment'. (RSA 1973, c. 33, s. 49) While at this point in time one would have to acknowledge the success of the ASTA in not yielding to ATA pressures for collective agreements, one would speculate that the ATA will make further gains in the future. At the time of writing, the Anti-Inflation Board regulations prevent any great salary gains and the ATA is suggesting concentration on working conditions since salaries are for all intents and purposes pre-determined.

In the area of salaries, the sixteen sample jurisdictions have experienced average annual increases lower than the provincial average. Calgary and Edmonton, no longer leaders in absolute salary terms, experienced salary increases less than the provincial average during the 1969-70 to 1975 period.

CHAPTER IX

SUMMARY OF FINDINGS AND CONCLUSIONS AND CONTRIBUTION TO THE INDUSTRIAL RELATIONS SYSTEM

The findings of this thesis have been presented in chapters III to VIII. The purpose of this chapter is to draw together the salient points and conclusions. Also, this chapter will discuss the contribution of this thesis to the Industrial Relations System.

I. SUMMARY OF FINDINGS RELATING TO THE MAIN PROBLEM:

The main problem and purpose of this thesis was 'to determine which environmental influences have contributed the most to the Alberta Education Industrial Relations (IR) System since the proclamation of The School Act, 1970'.

(i) The political System has been the external environmental influence directly contributing the most to the Alberta Education IR System.

This conclusion is based upon the findings of chapter V.

MacKinnon (1960) classifies all phases of education as 'political activities' while Tymko (1973) classifies politics as being a 'very significant factor at the bargaining table'.

The writer found that teachers' average salary schedule increases tended towards the same average increase as the School Foundation Programme Fund (SFPF) grants. The Political System conversion mechanism determines the amount of money available to education. This is an input of the Education IR System.

The government's move toward parity between the elementary and high school grant weightings is seriously affecting revenues in some school jurisdictions because of disproportionate mixes of elementary and high school students. Although during the period under study salary schedules did not appear to be affected by this there was evidence of marginally increasing pupil-teacher ratios which can compensate for the lower increases.

The Political System has been a threat to the collective bargaining process in the invoking of back-to-work orders in teacher-school board disputes.

Beyond the scope of this study is the effect of the creation of the Anti-Inflation Board. This 'fourth party' intervention promises further Political System inputs into the IR System.

(ii) Besides the initial effect on the Education IR System by broadening the scope of negotiable items, the Legal System directly affects the Education IR System by prescribing the procedural rules for securing a collective agreement.

Chapter VI provides the basis for this conclusion by examining the role of three particular pieces of legislation relevant the Education IR System. (The Teaching Profession and School Acts of 1970, and the Alberta Labour Act, 1973)

(iii) The Economic System does not appear to have affected the Education IR System directly.

Outputs of the Economic System tend to go through the Political System conversion mechanism.

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(iv) Teachers' average salaries have shown a greater average annual increase (even taking into account changes in qualifications and experience) than those of the average Alberta worker during a period when Economic System outputs would dictate otherwise.

In the area of supply and demand of teachers there was an abundance of teachers in 1974. Pupil-teacher ratios began to increase marginally that same year. The trend had been to decreasing pupil-teacher ratios even during the periods of short teacher supply. Salary increases of 1975 showed the greatest gains of the period under the study.

(v) The Social System has had very little effect on the Education IR System.

Chapter IV provides the basis for this conclusion where it was found that the Social System was having very little direct effect on education per se.

The reader is reminded of the application of the conceptual framework. It was stated that outputs of those systems not being direct inputs into the Education IR System would not be followed cyclically through the systems until they became inputs into the Education IR System. The outputs of the Economic and Social Systems are in this category in that they are direct inputs into the Political System rather than the Education IR System. It is the internal power structures, formal and informal group practices, and established procedures of the Political System conversion mechanism that convert the Economic and Social System outputs. The Political System provides added ramifications to these inputs from the Economic and Social Systems before they become inputs to the Education IR System and hence are not direct inputs.

II. SUMMARY OF FINDINGS RELATING TO THE SUB PROBLEMS

(i) ASTA and ATA objections to financial limitations placed on school boards by The School Act, 1970 do not appear to have affected the Education IR System.

This conclusion is based on the findings of chapter III which shows that Provincial average teachers' salaries during the period under study showed a greater average annual increase than those of the average Alberta worker. There are reservations.

The teachers of the sample jurisdictions in the study were not as fortunate since they averaged annual salary increases less then either the Provincial average and the average Alberta worker. The teachers of Calgary and Edmonton were even worse off.

It appears that the Provincial average teachers' salaries saw great gains because of the rural-urban salary disparities. The Calgary/Edmonton salary schedules were seen as an objective to be reached. In 1969-70 the difference between the average Calgary/Edmonton and average Provincial salary schedule at 'four year max' was $2,131. By 1975 the difference was down to $1,190. It is current ATA policy to have urban and rural salary parity.

(ii) The allowing of school boards to form employers' associations has adversely affected the bargaining process in the form of increased conflict.

Chapter VII provides information that leads to this conclusion.

Firstly, it has taken longer to secure collective agreements since the institution of employers' associations, although the broadened scope of negotiable items may be also partly responsible. Secondly, bargaining units involved in employers' associations resorted to more frequent use of third party intervention in securing collective agreements than those in local negotiations. Thirdly, the incidence of strike action in the sixteen sample jurisdictions has increased, more teaching days being lost by jurisdictions involved in employers' associations.

(iii) The permitting of the exclusion of supervisory, consultative and administrative teachers from the bargaining unit does not appear to have had any great effect on the Education IR System.

While the wording of The School Act, 1970 allows for the exclusion of any administrative teachers from the bargaining unit, ASTA policy is to seek the exclusion of only senior administrators, a policy which has been successfully put into practice.

(iv) The absence of teachers' duties defined in The School Act, 1970 appears to be at least partly responsible for increasing conflict in the Education IR System.

While it was not possible to uncover those items causing the prolonging of negotiations, causing the greater incidence of third party intervention and causing the greater number of teaching days lost to strikes, one of the variables would have to be the absence of teachers' duties defined in the Act. Generally, one wants to know what services one must provide in return for one's salary. The proclamation of The School Act, 1970 stripped teachers of the description of their duties. Some collective agreements now define teacher duties (although rather broadly). The price paid for the trade-off of the inclusion of these duties in the collective agreement would be increased conflict, hence longer bargaining sessions, more use of third party intervention and strikes.

III. CONTRIBUTION TO INDUSTRIAL RELATIONS:

Industrial Relations has been characterized by partial theories, lacking a unified general theory. Attempts have been made to draw together these partial theories.

Hameed has presented an 'Integrated Industrial Relations Theory' which appears to unite the three levels of theories (unionism, collective bargaining and industrial relations theories) successfully.

To the writer's knowledge nothing has been done to test the effectiveness of the Hameed Model in an industrial setting.

The use of the Hameed Model as a conceptual framework for this study provided an effective tool for the logical ordering and analysis of factual data. This is a prerequisite of a conceptual framework.

This study has provided some indications of the usefulness of the Hameed Model in the analysis of industrial settings. Particularly, this study has provided some insight into the usefulness of the model in an educational setting.

The analysis of the collective agreements from the sample jurisdictions has provided the bargaining parties in the Education IR System with the documentation of several local conditions vis-a-vis the aggregate.

Of particular significance to bargainers in the Calgary and Edmonton units is the documentation of their average annual salary increases being below the Provincial average and average Alberta worker, even when training and experience is taken into account. While little can be done about this at this time because of the Federal Political System's Anti-Inflation programme, it is a point to keep in mind for the future.

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Calgary C.S. 1
Edmonton Public 7
Edmonton C.S. 7
High Prairie Division 48
Lacombe County 14
Lethbridge 51
Medicine Hat 76
Mountain View County 17
Northland Division 61
Peace River Division 10

Red Deer Public 104
Strathcona County 20
Vermilion River County 24
Edson Division 12

Salary Agreements for 1975 (mimeographed)
North Central East Alberta SAA
Calgary Public 19
Calgary C.S. 1
Edmonton Public 7
Edmonton C.S. 7
Northern Alberta SAA
Battle River SAA
Lethbridge 51
Medicine Hat 76
Bow Valley SAA
Northland Division 61
Peace River Division 10
Red Deer Public 104
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APPENDIX A

Alphabetical list of the 16 School Jurisdictions, their location, type and number of teachers employed.

SCHOOL JURISDICTION	LOCATION	TYPE	TEACHERS EMPLOYED (1975)
Athabasca [2]	N.E.	County	143
Calgary Public	Calgary City	City District	4,678
Calgary Separate	Calgary City	City District	1,202
Edmonton Public	Edmonton City	City District	4,229
Edmonton Separate	Edmonton City	City District	1,771
High Prairie [2]	N.W.	Division	202
Lacombe [2]	Central W.	County	185
Lethbridge Public [3]	S.W.	City District	453
Medicine Hat Public [3]	S.E.	City District	324
Mountain View [2]	Calgary District	County	213
Northland	N.W.	Division	164
Peace River	N.W.	Division	167
Red Deer Public	Central W.	City District	319
Strathcona	Edmonton District	County	678
Vermillion River [2]	Central E.	County	139
Yellowhead	Edmonton District	Division	290

Source:
(1) ATA Teacher Welfare
(2) These jurisdictions are members of employers' associations for collective bargaining purposes - ATA, Teacher Welfare
(3) Member of Lethbridge - Medicine Hat City employers' association until disbanded before 1973 bargaining

APPENDIX B

Table Showing Statistical Information of the School Jurisdictions Researched

School Jurisdiction	1970 Expenditures	1974 Expenditures	Enrollments		No. of Teachers		Pupil/Teacher Ratio	
			Sept.69	June75	Sept.69	June75	Sept.69	June75
Athabasca	$ 2,388,731	$ 2,900,721	2,680	2,343	146	130	18.4	18.0
Calgary Public	63,521,636	98,506,211	76,630	81,441	3,727	4,121	20.6	19.8
Calgary Separate	15,045,672	24,141,513	19,980	21,882	912	1,060	21.9	20.6
Edmonton Public	62,328,536	87,163,371	74,122	68,950	3,701	3,873	20.0	17.8
Edmonton Separate	23,864,187	35,381,249	30,698	29,960	1,496	1,611	20.5	18.6
High Prairie	3,078,315	4,478,201	3,675	3,601	183	201	20.1	17.9
Lacombe	3,220,968	4,052,782	3,856	3,481	206	187	18.7	18.6
Lethbridge Public	5,829,339	8,529,371	7,495	7,649	363	402	20.6	19.0
Medicine Hat Public	4,619,564	6,019,977	5,443	5,241	284	277	19.2	18.9
Mountain View	3,605,968	4,990,831	4,373	4,109	209	201	20.9	20.4
Northland	2,949,874	4,398,513	2,696	2,384	141	126	19.1	18.9
Peace River	2,802,369	3,909,979	3,261	2,908	166	182	19.6	16.0
Red Deer Public	4,745,446	6,454,888	6,180	5,697	307	293	20.1	19.4
Strathcona	6,348,266	11,828,675	6,900	10,838	357	564	19.3	19.2
Vermillion River	2,124,784	2,760,508	2,562	2,234	135	138	19.0	16.2
Yellowhead	4,032,894	6,106,074	4,831	4,968	231	279	20.9	17.8
TOTALS	$210,506,549	$311,622,414	255,382	257,686	12,564	13,645	20.3	18.9

Sources: Department of Education Annual Reports, 1970, 1971 and 1975
Queen's Printer, Edmonton

APPENDIX C

The Sixteen School Jurisdictions: 1969-1970 Salary Schedules - ranked according to maximum at 6 years of teacher education

		3[1]	4	5	6
Peace River	Min	$ 5,900	$ 7,050	$ 7,550	$ 8,050
	Max	9,000	11,500	11,700	12,000
Vermillion River	Min	5,900	7,050	7,000	7,900
	Max	11,300	11,300	11,700	12,150
Athabasca	Min	5,950	7,200	7,600	8,000
	Max	9,100	11,450	11,850	12,250
Mountain View	Min	5,900	7,100	7,600	8,100
	Max	8,980	11,350	11,800	12,300
High Prairie	Min	6,050	7,200	7,600	8,000
	Max	9,100	11,600	12,000	12,400
Lacombe	Min	5,800	7,050	7,500	8,050
	Max	9,000	11,450	11,950	12,450
Medicine Hat	Min	5,700	7,000	7,400	7,900
	Max	8,900	11,500	12,000	12,500
Lethbridge*	Min	5,800	7,100	7,525	7,950
	Max	8,950	11,700	12,125	12,550
Northland	Min	6,400	7,300	7,850	8,300
	Max	9,500	11,650	12,200	12,650
Yellowhead	Min	5,930	7,100	7,525	7,950
	Max	9,330	11,800	12,225	12,700
Red Deer	Min	5,800	7,150	7,600	8,100
	Max	9,000	11,750	12,200	12,700

APPENDIX C CONTINUED

		3	4	5	6
Strathcona	Min	$ 5,900	$ 7,100	$ 7,550	$ 8,050
	Max	9,050	11,780	12,290	12,850
Calgary Sep.	Min	5,625	7,175	7,675	8,175
	Max	8,775	12,125	12,625	13,125
Edmonton Sep.	Min	5,675	7,200	7,700	8,200
	Max	8,925	12,150	12,650	13,150
Calgary Pub.	Min	5,675	7,200	7,700	8,200
	Max	8,825	12,250	12,750	13,250
Edmonton Pub.	Min	5,700	7,250	7,750	8,250
	Max	8,950	12,300	12,800	13,300

Source: Individual Salary Agreements.

* Lethbridge had 7 years - min. $8,375, max. $12,975
Taken from Collective Agreements.

1 Some jurisdictions have no figures at the 1 and 2 year university education level which are currently being phased out.

APPENDIX D

The 16 School Jurisdictions: 1975 Salary Schedules - ranked according to maximum at 6 years.

		YEARS OF TEACHER EDUCATION			
		3	4	5	6
Medicine Hat*	Min	$ 8,200	$10,500	$11,100	$11,700
	Max	13,100	17,400	18,000	18,600
Lethbridge	Min	-	10,700	11,300	11,900
	Max	14,200	17,740	18,340	18,940
High Prairie	Min	8,850	10,750	11,400	12,000
	Max	13,700	17,600	18,350	19,000
Athabasca	Min	8,950	10,800	11,400	12,000
	Max	13,700	17,700	18,350	19,000
Lacombe	Min	8,800	10,800	11,400	12,000
	Max	13,700	17,750	18,375	19,000
Mountain View	Min	8,900	10,850	11,400	12,000
	Max	13,750	17,800	18,400	19,000
Peace River	Min	9,170	11,090	11,730	12,310
	Max	13,910	17,760	18,460	19,040
Vermillion River	Min	9,200	11,200	11,800	12,500
	Max	14,300	18,330	19,030	19,730
Red Deer	Min	8,690	10,925	11,635	12,340
	Max	13,890	18,525	19,235	19,940
Strathcona	Min	9,000	11,200	11,800	12,500
	Max	14,000	19,000	19,600	20,300
Yellowhead	Min	9,285	11,368	12,057	12,754
	Max	14,405	18,892	19,647	20,344

APPENDIX D CONTINUED

		3	4	5	6
Northland	Min	$10,000	$11,300	$12,000	$12,800
	Max	14,000	19,100	19,800	20,600
Calgary Pub. & Separate	Min	-	11,300	12,000	12,800
	Max	14,000	19,100	19,800	20,600
Edmonton Pub. & Separate	Min	-	11,400	12,100	12,900
	Max	14,100	19,200	19,900	20,700

Source: Individual Collective Agreements.

* Medicine Hat - The 1976 Collective Agreement provides for a 1975 salary identical to Calgary Public and Separate as of 1 September 1975 to 31 December 1975

APPENDIX E

Lowest and Highest graduate years minimum and maximum salary schedules (a) for the sixteen school jurisdictions (b) for Alberta, 1975.

YEARS OF UNIVERSITY

		4	5	6	School Jurisdiction
(a)					
Minimum:	lowest	$10,500	$11,100	$11,700	Medicine Hat
	highest	11,400	12,100	12,900	Edmonton Pub. & Sep.
Maximum:	lowest	17,400	18,000	18,600	Medicine Hat
	highest	19,200	19,900	20,700	Edmonton Pub. & Sep.
(b)					
Minimum:	lowest	$ 9,593	$10,032	$10,659	Ponoka CS
	highest	11,565*	12,200	13,000	Canadian Forces Base
Maximum:	lowest	15,475	16,051	16,678	Ponoka CS
	highest	19,300	20,100	20,950	St. Albert Public

* Fort Vermillion S.D. #52

Source: ATA Survey, Summary and Analyses of Collective Agreements for 1975, Alberta, August 1975.

APPENDIX F

Table comparing 1969-70 and 1975 working conditions and conditions of employment of the sample jurisdictions

Jurisdiction	Bargaining Unit	Exemption from Agreement	Vice-Principal	Teacher Duties	Board-Teacher Advisory Committee	School Year	Maternity Leave	Compassionate Leave	Inclement Weather	
ATHABASCA	Separate	Supt.	Yes	School Act	--	School Act	--	Provision	School Act	1969-70
	SAA	Supt & Asst. Supt.	Yes	--	Provision	200 days	Provision	Provision	--	1975
CALGARY	Separate	Supt.	Yes	School Act	--	School Act	--	Provision	School Act	
PUBLIC	Separate	Board Office Personnel	Yes	--	Provision	--	Provision	Provision	--	
CALGARY	Separate	Supt.	Yes	School Act	--	School Act	Provision	Provision	School Act	
SEPARATE	Separate	Board Office Personnel	Yes	Remain	Provision	--	Provision	Provision	--	
EDMONTON	Separate	Supt.	Yes	School Act	--	School Act	Provision	Provision	School Act	
PUBLIC	Separate	Board Office Personnel	Yes	--	Provision	--	Provision	Provision	--	
EDMONTON	Separate	Supt.	Yes	School Act	--	School Act	Provision	Provision	School Act	
SEPARATE	Separate	Board Office Personnel	Yes	As assigned by Prin	Provision	--	Provision	Provision	--	
HIGH	Separate	Supt.	Yes	School Act	--	School Act	Provision	Provision	School Act	
PRAIRIE	SAA			As assigned by Prin	Provision	--	Provision	--	Provision	
LACOMBE	Separate	Supt.	Yes	School Act	--	School Act	As Act	Provision	School Act	
	SAA	Supt. Asst. & Deputy	Yes	--	Provision	200 days	Provision	Provision	Provision	
	Separate	Supt.	Yes	School Act	--	School Act	--	--	School Act	
LETHBRIDGE	SAA	Supt. &								
	Separate	2nd line off	Yes	--	--	--	Provision	Provision	Provision	
MEDICINE	Separate	Supt.	Yes	School Act	Provision	School Act	--	Provision	School Act	
	SAA	Supt. &								
HAT	Sep.	2nd line off	Yes	--	Provision	--	Provision	Provision	Provision	

Jurisdiction	Bargaining Unit	Exemption from Agreement	Vice-Principal	Teacher Duties	Board-Teacher Advisory Committee	School Year	Maternity Leave	Compassionate Leave	Inclement Weather	
MOUNTAIN	Separate	Supt.	Yes	School Act	--	School Act	---	---	School Act	1969-70
VIEW	SAA	Supt. Asst&Dep	Yes	--	--	200 days	Provision	Provision	Provision	1975
NORTHLAND	Separate	Supt.	Yes	School Act	--	School Act	--	Provision	School Act	
	Separate	Board of Personnel	Yes	Very Broad Definition	--	--	--	Provision	--	
PEACE	Separate	Supt.	Yes	School Act	--	School Act	--	--	School Act	
RIVER	Separate	Supt.Asst. & Deputy	Yes	--	--	--	--	Policy	--	
RED	Separate	Supt.	Yes	School Act	--	School Act	--	--	School Act	
DEER	Separate	No mention	Yes	--	Provision	--	--	--	--	
STRATHCONA	Separate	Supt.	Yes	School Act	--	School Act	Provision	Provision	School Act	
	Separate	Supt.	Yes	As assigned by Principal	Provision	200 days	Provision	Provision	--	
VERMILLION	Separate	Supt.	Yes	School Act	--	School Act	--	--	School Act	
RIVER	SAA	Supt.Asst. & Assoc.	Yes	As assigned by Principal	Provision	--	Provision	Provision	Provision	
YELLOWHEAD	Separate	Supt.	Yes	School Act	--	School Act	--	Provision	School Act	
	Separate	Board Office Personnel	Yes	--	--	--	--	Provision	--	

Jurisdiction	Class Size or Pupil/ Teacher Ratio	Preparation Time	Noon Hour Free	Management Perogative	Other	
ATHABASCA	--	--	--	--	--	1969-70
	--	--	--	--	New Positions	1975
CALGARY	--	--	--	--	--	
PUBLIC	--	--	--	--	New Positions	
CALGARY	--	--	--	--	--	
SEPARATE	--	--	--	Yes	New Positions	
EDMONTON	--	Provision	--	--	--	
PUBLIC	22.83	--	--	--	No work stoppage	
EDMONTON	--	--	--	--	--	
SEPARATE	Attempt to lower	--	--	--	New Positions Attrition	
HIGH	--	--	--	--	--	
PRAIRIE	--	--	--	Yes	New Positions	
LACOMBE	--	--	--	--	--	
	--	--	--	--	New Positions Moving Exp.	
LETHBRIDGE	--	--	--	--	--	
	--	--	--	--	New positions	
MEDICINE	--	--	--	--	--	
HAT	--	--	--	--	New Positions	

Jurisdictions	Class Size or Pupil/ Teacher Ratio	Preparation Time	Noon Hour Free	Management Perogative	Other	
MOUNTAIN	--	--	--	--	--	1969-70
VIEW	--	--	--	--	Advertise Move expense	1975
NORTHLAND	--	--	--	--	--	
	--	--	--	Yes	New Positions	
PEACE	--	--	--	--	--	
RIVER	--	--	--	--	--	
RED	--	--	--	--	--	
DEER	--	--	--	--	--	
STRATHCONA	--	--	--	--	--	
	--	--	--	--	--	
VERMILLION	--	--	--	--	--	
RIVER	--	--	--	--	New Positions Move expense	
YELLOWHEAD	--	--	--	--	--	
	--	--	--	--	--	

APPENDIX G

COMPARISON OF THOSE SECTIONS OF THE 1955 AND 1970 SCHOOL ACTS RELEVANT TO SECURING COLLECTIVE AGREEMENTS

I. TEACHERS' CONTRACTS

The School Act, 1955:

358. Teachers may bargain collectively with the board of a non-divisional district, or of a division and may conduct such bargaining through a bargaining agent pursuant to The Alberta Labour Act.

359. (1) Subject to section 358, the board of a non-divisional district or of a division shall prepare and adopt a salary schedule, and forward the schedule and any amendments made thereto to the Department within ten days after adoption.

(2) Any salary schedule adopted pursuant to subsection (1)

(a) shall be applicable to all teachers employed by the board, except substitute teachers,

(b) shall set out with respect to each class of teacher,

(i) the minimum salary,

(ii) the annual increments, which may be limited by a maximum salary, and

(iii) the period of time for which the schedule is operative, and

(c) may deal specifically with temporary teachers.

(3) The salary schedule may provide for additional remuneration of principals and other teachers vested with special supervisory duties and for additional remuneration for teachers with special qualifications and previous experience.

335. The terms of a teacher's contract of employment shall be as provided by this Act and the collective agreement, if any, entered into between the board and its teachers pursuant to The Alberta Labour Act insofar as the collective agreement is not in conflict with this Act.

337. Subject to the following provisions a contract of employment of a teacher shall continue in force from year to year unless the certificate of the teacher is suspended or cancelled, or unless it is terminated by mutual consent.

338. (1) Every contract of a teacher shall terminate on the thirty-first day of August following the date on which the teacher attains the age of sixty-five years.

(2) A board may employ a teacher who has attained the age of sixty-five years and if the teacher is employed other than as a substitute or temporary teacher section 344 applies as though he were a temporary teacher.

The School Act, 1970:

65. (1) A board shall
  (a) appoint a Superintendent of Schools
  (b) appoint
    (i) a secretary and a treasurer
    (ii) an auditor
    (iii) such other employees as are required, and each appointment is subject to such terms and conditions as the board prescribes, either generally or affecting a particular appointment.
  (2) Subsection (1) does not apply to teachers.

65. (6) Notwithstanding any provision of this Act, The Alberta Labour Act, 1973 applies to boards, teachers and other employees of the board.

74. (2) Unless a teacher agrees, a board may not require a teacher to instruct pupils
  (a) for more than 330 minutes during a day, or
  (b) for less than 190 or more than 200 days in a school year.

(3) Subject to subsection (2) but notwithstanding any other agreement to the contrary the terms and conditions of a contract of employment between a board and a teacher shall be
  (a) except in the case of a teacher excluded under section 82, subsection (5), the terms and conditions negotiated under The Alberta Labour Act, 1973 and agreed between the board and an organization representing teachers,
  (b) sections 74 to 81 of this Act, and
  (c) the terms and conditions agreed between the board and the teacher, and any contract excluding or purporting to exclude the provisions of clauses (a) and (b) is void.

76. (1) Unless there is agreement to the contrary a contract of employment between a board and a teacher continues in force from year to year.

77. (1) A contract of employment between a board and a teacher automatically terminates
  (a) at the time the certificate of qualification of the teacher is suspended or cancelled by the Minister, or
  (b) if the certificate of qualification of the teacher expires, or
  (c) on the last day of the school year if the teacher has attained 65 years of age.

II. SUPERVISORY PERSONNEL

The School Act, 1955:

370. (1) In a school where there are two or more teachers, the board
(a) shall designate one teacher to be principal of the school, and
(b) may designate one or more teachers to be vice-principals or assistant principals.

(2) In a school where there are eight or more teachers the board shall designate one or more teachers to be vice-principals or assistant principals.

(3) In computing the number of teachers a person teaching less than two and one half days per week in the school shall not be counted.

(4) The board may designate a teacher to be an acting principal, or an acting vice-principal, or an acting assistant principal, to fill a vacancy arising from unexpected or urgent circumstances, or to replace a teacher on leave of absence from such designated position, and the designation is effective until the thirtieth day of June next following unless
(a) the designation, when made, is specified to terminate at an earlier date, or
(b) a principal, vice-principal or assistant principal, as the case may be, is regularly designated for the position, or
(c) the designation is sooner terminated in the manner set out in subsection (2) of Section 371, in which case a hearing in accordance with Section 372 may be requested, or
(d) the teacher regularly designated returns to the position.

371a. (1) The Minister may, on the application of a board desiring to employ a teacher in an administrative or supervisory position in an administrative or supervisory position in respect of one or more schools, approve the position as an administrative or supervisory position.

(2) Sections 371, 372 and 373 apply to a position approved by the Minister under subsection (1) as though the teacher appointed were a principal.

The School Act, 1970:

82. (1) A board shall designate one teacher to be the principal of each school.

(2) Notwithstanding subsection (1), a board may designate a teacher to be the acting principal of a school for a period not exceeding one year.

(3) Where a board has designated an acting principal under subsection (2) a designation of a principal for that school shall be made within the following 12 months.

(4) A board may designate any teacher to an administrative, supervisory or consultative position.

(5) Where an organization representing teachers carries on collective bargaining on behalf of them, a board and the organization, through negotiation, may include in or exclude from the teachers on whose behalf the organization is bargaining, any teacher designated under subsection (4).

III. TERMINATION OF CONTRACTS

The School Act, 1955:

340. (1) Unless it obtains the approval of the Minister to do so, no board shall give a notice to terminate a contract effective in any month except July.

(2) When applying for approval of the Minister to terminate a contract effective in a month other than July, the board shall forward a copy of the application for termination to the teacher.

(3) The Minister, or some person or persons appointed by him shall investigate the matter, and the Minister shall notify the board within ten days of the completion of the investigation.

(4) A notice to terminate a contract effective in the month of July shall be given to the teacher by the board on or before the preceding 31st day of May.

341. (1) Unless he obtains the approval of the Minister to do so, no teacher shall give a notice to terminate a contract effective in any month except July.

(2) Unless he obtains the approval of the Minister to do so, no teacher shall give notice to terminate a contract under which he has not yet rendered service.

(3) A notice to terminate a contract effective in the month of July shall be given to the board by the teacher on or before the preceding 15th day of June.

(4) If a teacher enters into a contract of employment with another board, his notice to terminate his existing contract of employment shall, in addition to complying with the other requirements of this section, be given within eight days after the new contract is made.

371. (1) If a teacher is designated to be a principal, vice-principal or assistant principal of a school, the designation shall remain in effect until terminated.

(2) The designation may be terminated

(a) by the board passing a resolution terminating the designation and giving at least thirty days' notice in writing to the designee, or

(b) by the designee giving at least thirty days' notice in writing to the board.

(3) No notice effective in any month other than July shall be given without the prior consent of the Minister.

(3a) A board applying for the consent of the Minister,

(a) shall state the reasons for the application, and

(b) shall forward a copy of the application to the designee,

and the Minister, or some person or persons appointed by him, shall investigate the matter, and the Minister shall notify the board and the designee of his decision within ten days of the completion of the investigation.

The School Act, 1955 Continued:

(4) A notice effective in the month of July shall be given on or before the preceding fifteenth day of June.

372. (1) If a teacher receives a notice of termination of designation effective in the month of July he may, within seven days of the receipt of the notice, request in writing a hearing before the board.

(2) If a hearing is requested, the board shall

(a) within fourteen days of the receipt of the request, provide an opportunity for the teacher to appear before the board or a committee thereof to hear the reasons for the termination of the designation and to reply thereto, and

(b) at the commencement of the hearing, provide the teacher with a written statement of the reasons for termination of the designation.

(3) If the board does not withdraw the notice of termination within seven days from the date of the hearing, the teacher may within fourteen days from the date of the hearing appeal to the Minister who shall cause an investigation to be made and who may, in his discretion, confirm or disallow the termination of the designation.

373. (1) The termination of the contract of a teacher also terminates his designation, if any, under section 370.

(2) The termination of designation under section 371 does not terminate the contract of the teacher.

The School Act, 1970:

78. (1) A board may terminate
  (a) a contract of employment with a teacher, or
  (b) a designation of a teacher made pursuant to section 82,
after giving the teacher 30 days' notice in writing of its intention to do so.

(2) A notice of termination of a contract of employment or of a designation shall specify the reasons for the termination and in each case the board shall act reasonably.

(3) A board may suspend from his duties any teacher who has been served with a notice of termination of contract or designation.

(4) A notice of termination of a designation or the termination thereof does not terminate a contract of employment.

(5) A teacher who has been suspended is entitled to receive pay until the effective date of termination.

80. (1) A teacher may terminate a contract of employment with a board after giving the board thirty days' notice in writing of his intention.

(2) Where a teacher has terminated his contract of employment with a board before rendering any service under the contract, no other board shall employ the teacher unless the prior approval of the board with which the teacher's contract was terminated, is first obtained.

81. Subject to section 77, subsection (2) no notice of termination of a contract of employment may be given by a board or a teacher
  (a) in the thirty days preceding, or
  (b) during
a vacation period of fourteen or more days' duration.

83. (1) A teacher on receipt of a termination of designation may terminate his contract of employment by giving thirty days' notice in writing to the board, notwithstanding section 81.

(2) No appeal may be made from a termination of a contract to the Board of Reference, if the contract of employment is terminated pursuant to subsection (1).

IV. TEACHER SUSPENSION

The School Act, 1955:

350. (1) A board may dismiss a teacher summarily for gross misconduct, neglect of duty, or for refusal or neglect to obey any lawful order of the board.

(2) The board shall

(a) give notice of the dismissal in writing to the teacher specifying therein the breach of subsection (1) alleged, and

(b) forward a copy of the notice of dismissal together with a written statement of the facts alleged to the Minister.

(3) A teacher who is dismissed summarily by the board may appeal to the Minister within fifteen days after receiving the notice of dismissal.

(4) The Minister or some person or persons appointed by him, shall investigate the matter, and the Minister shall confirm or reverse the decision of the board.

(5) If the Minister reverses the decision, the board shall reinstate the teacher.

350a. (1) Where a board has reasonable grounds for believing that

(a) a teacher has been guilty of gross misconduct, neglect of duty or refusal or neglect to obey a lawful order of the board, or

(b) the presence of a teacher is detrimental to the well-being of the school for reason of mental infirmity,

the board may suspend the teacher from the performance of his duties.

(2) The board shall

(a) give notice of the suspension in writing to the teacher specifying therein the reason under subsection (1) for the suspension, and

(b) forward a copy of the notice of suspension together with a written statement of the facts alleged to the Minister.

(3) A teacher who is suspended by the board may within ten days appeal to the Minister after receiving the notice of suspension.

(4) The Minister shall

(a) investigate the matter and confirm or reverse the decision of the board, and

(b) inform the board and the teacher of his decision within ten days of the conclusion of his investigation.

(5) Where a teacher is suspended pursuant to clause (b) of subsection (1), the Minister may require the teacher to produce a certificate from a medical practitioner appointed or approved by him, certifying as to the teacher's health.

(6) If the teacher refuses or fails to produce such a certificate, the Minister may authorize the board to terminate the contract of the teacher by giving such period of notice as the Minister may direct.

(7) Where the Minister confirms the suspension, the board may terminate the suspension or take action to terminate the contract in accordance with this Act.

(8) Where the teacher does not appeal to the Minister, the board shall make such investigation of the circumstances as it deems proper and may reinstate the teacher, either from the date of suspension

or some other date, or may take action to terminate the contract of the teacher in accordance with this Act.

(9) A teacher shall receive his salary for the period during which he is under suspension unless the Minister in his discretion and on the application by the board declares that salary is not payable for any portion of the period.

351. (1) The Lieutenant Governor in Council shall appoint a Board of Reference which shall consist of not more than three members.

(2) The members of the Baord of Reference shall receive such remuneration as the Lieutenant Governor in Council may determine.

352. (1) When a dispute or disagreement arises between a board and a teacher with respect to the termination of a contract between the board and the teacher, either party to the dispute or disagreement may make application to the Minister to refer the dispute to the Board of Reference.

(2) No application shall be made

(a) where the contract has been terminated with the approval in writing of the Minister,

(b) where the contract has been in effect for less than twelve months, or

(c) where the teacher has been summarily dismissed pursuant to section 350.

(3) When an application is before the Minister, the termination of the contract shall not take effect until the Minister has received the decision of the Board of Reference.

The School Act, 1970:

79. (1) Where a board has reasonable grounds for believing that
- (a) a teacher has been guilty of gross misconduct, neglect of duty or neglect to obey a lawful order of the board, or
- (b) the presence of a teacher is detrimental to the well-being of the school for reason of mental infirmity, the board may suspend the teacher from performance of his duties.

(2) The board shall
- (a) give notice of the suspension in writing to the teacher specifying therein the reasons for the suspension, and
- (b) foreward a copy of the notice of suspension together with a written statement of the facts alleged to the Minister

(3) A teacher who is suspended by a board may appeal to the Minister within fourteen days after receiving the notice of suspension.

(4) The Minister shall refer the appeal to the Board of Reference who shall
- (a) investigate the matter and confirm or reverse the decision of the board, and
- (b) inform the board and the teacher of its decision within ten days of the conclusion of its investigation.

(5) Where a teacher is suspended pursuant to subsection (1), clause (b) the Board of Reference may require the teacher to produce a certificate from a medical practitioner appointed or approved by it, certifying as to the teacher's health.

(6) If the teacher refuses or fails to produce a certificate pursuant to subsection (5) the Board of Reference may authorize the board to terminate the contract of employment of the teacher and upon so doing the board shall be deemed to have acted reasonably.

(7) Where the Board of Reference confirms the suspension the board may terminate the suspension or terminate the contract of employment of the teacher.

(8) Where the teacher does not appeal to the Minister, the board shall make an investigation of the circumstances and may reinstate the teacher.

(9) A teacher shall be paid his salary until his contract of employment is terminated in accordance with this Act.

84. (1) The Lieutenant Governor in Council shall appoint a Board of Reference consisting of not more than nine persons.

(2) The members of the Board of Reference shall receive such remuneration and expenses as the Lieutenant Governor in Council determines.

85. (1) Where a disagreement arises between a board and a teacher with respect
- (a) to a termination of a contract of employment, or
- (b) to a termination of a designation, or
- (c) to the refusal of a board to give an approval pursuant to section 80, subsection (2),

The School Act, 1970 Continued:

a board or a teacher, may appeal to the Minister who shall refer the appeal to the Board of Reference.

87. (1) The Board of Reference shall set a date for the hearing of the appeal and notify both parties.

(2) The Board of Reference may make such investigation as it considers necessary but before making any decision shall give both parties to the appeal an opportunity to be heard.

(3) Notwithstanding any provision of this Act concerning termination or suspension of a contract of employment between a board and a teacher and matters connected therewith, the Board of Reference may make such order as it considers just with respect to the appeal and without restricting the generality of the foregoing the Board of Reference may, amongst other orders make all or any of the following orders:

(a) that the termination date of a contract of employment be changed;
(b) provide for reinstatement of a contract of employment (but only where a teacher is the party appealing);
(c) order payment of money (equivalent to salary) for any period whether before or after the termination of contract, that a salary has not been paid;
(d) order that no salary be paid for a specified period.

V. DUTIES AND POWERS OF TEACHERS

The School Act, 1955:

368. (1) A teacher shall
- (a) teach diligently and faithfully all the subjects required to be taught by the regulations of the Department,
- (b) maintain proper order and discipline,
- (c) conduct and manage the school according to the regulations of the Department,
- (d) keep a timetable showing the daily instructional program of the school,
- (e) keep a record of the school attendance in such manner and form as the Department may require,
- (g) make at the end of each term or at any other time such promotions from one grade to another as he deems expedient subject to the approval of the principal and the ratification of the inspector or superintendent,
- (h) admit to his classroom for the purpose of observation and practice teaching, students enrolled in the Faculty of Education and their instructors, and give them any assistance requested by the instructors,
- (i) send to the parents or guardians of each pupil, at such time as may be required by the board, a report on the pupil's attendance, conduct and progress,
- (j) take an interest in the cleanliness and tidiness of the school grounds, and encourage the observances of Arbour Day by holding suitable exercises, and by cooperating with trustees and parents in planting trees and shrubs about the school,
- (k) give strict attention to the proper heating, ventilation, and cleanliness of the school and to the condition of the outhouses in connection with it, and report to the board any defect with respect thereto,
- (l) report to the secretary or other officer of the board any necessary repairs to the school building or furniture and any requirements of fuel, drinking water, furniture, or equipment,
- (m) exercise vigilance over the school property, and the school buildings, fences, furniture, and apparatus, to prevent unnecessary damage and give prompt notice in writing to the board of any damage,
- (ml) comply with the regulations under The Fire Prevention Act relating to fire drill procedure in schools,
- (n) notify the secretary of the board and the local health authority whenever he has reason to believe that a pupil attending school is affected with or has been exposed to smallpox, cholera, scarlatina, diphtheria, whooping cough, measles, mumps, trachoma, or other infectious or contagious disease,

The School Act, 1955 Continued:

(o) exclude from school any pupil affected by or exposed to or suspected of being affected by or exposed to infectious or contagious disease until
  (i) the teacher is furnished with a written statement of physician or the local health authority that the contagious or infectious disease does not exist, or that the pupil has not been exposed, or that all danger from exposure is ended,
  (ii) the teacher is satisfied, where no physician or representative of the local health authority is available, that the proper period of isolation has elapsed and that the pupil has apparently completely recovered or that all danger from exposure is apparently ended, or
  (iii) the teacher, in the case of a pupil affected with impetigo, pediculosis, pinkeye, scabies, or ringworm, is satisfied that adequate treatment is being carried out,

(p) assist the board and its officers in making the prescribed returns to the Department,

(q) furnish on request to the Minister, the inspector of schools, the board, or any person authorized by the Minister, any information that it may be in his power to give respecting anything connected with the operation of the school or in any wise affecting its interests or character,

(r) deliver up any property of the board in his possession when required to do so by written order of the Board,

(s) attend all meetings of the teachers called by the principal where more than one teacher is employed, and

(t) conduct such patriotic exercises at such times and places and in such manner as the board may direct,

(u) attend any meeting of teachers that is
  (i) called by or under the authority of the board on a day other than a holiday and other than a day during July or August or the Christmas or Easter vacation, and
  (ii) for the purpose of school organization or the improvement of instruction,

(v) upon the written request of the board, deliver to the secretary of the board an official certificate of the date of his birth, or where such certificate is not procurable, deliver a statutory declaration of age or such other proof of age as may be required by the board.

374. (1) Subject to the approval of the board, the principal in consultation with the superintendent shall

(a) allocate the duties of the teachers of his school, and

(b) be responsible for the organization and general discipline of his school.

(2) The principal shall report to the board or the superintendent

The School Act, 1955 Continued:

(a) upon the organization and operation of his school whenever the board or the superintendent requests him to do so, and
(b) whenever, in his opinion, conditions or circumstances warrant their being informed.

(3) The board may make regulations, not inconsistent with any provisions of this Act, governing the duties of principals and vice-principals in the employ of the board.

346. (1) No contract of employment shall contain or be subject to a term or condition requiring the teacher to perform janitor services or any services or duties other than those set out in section 368 or provided for elsewhere in this Act.

(2) Any such term or condition is void and of no effect.

369. (1) Where a pupil is guilty of open opposition to authority, wilful disobedience, habitual neglect of duty, the use of improper or profane language, or of other conduct injurious to the moral tone or well-being of the school,
(a) a teacher may suspend the pupil from class, and
(b) the principal may suspend the pupil from school or from riding on a school bus, or both.

(1a) Where a pupil whose attendance is not made compulsory by this Act attends irregularly without justification or excuse for his absence,
(a) a teacher may suspend the pupil from class, and
(b) the principal may suspend the pupil from school.

(2) The teacher shall report any suspension immediately to the principal if in a graded school.

(3) The principal of the school, or the teacher in the event of there being no principal, shall
(a) prepare forthwith a written report of the suspension setting out all the circumstances, and
(b) send the report
  (i) to the board by which the teacher is employed,
  (ii) to the superintendent, if any, and
  (iii) to the parent or guardian of the pupil.

(4) The board may take such action as it deems necessary with regard thereto.

The School Act, 1970:

146. (1) Subject to this section a board may make rules regarding the suspension and expulsion of pupils in its schools and may delegate the power to enforce the rules.

(2) In accordance with the rules of a board

(a) a teacher may suspend a pupil from his class,
(b) a principal may suspend a pupil from
  (i) class, or
  (ii) school, or
  (iii) riding on a school bus, and
(c) a principal may reinstate a pupil suspended by him or a teacher.

(3) Where a principal suspends a pupil the principal shall immediately report all the circumstances of the suspension to the pupil's parents.

(4) Where a pupil is not to be reinstated within seven days of the date of his suspension the principal shall immediately report all the circumstances of the suspension to the board and make recommendations.

(5) Upon a report from a principal the board may reinstate the pupil or expel him from school.

(6) A pupil expelled from school or his parents may appeal to the Minister who may in his discretion reinstate the pupil or confirm the expulsion.

VI. SCHOOL YEAR AND SCHOOL DAY

The School Act, 1955:

377. (1) The period beginning on the first day of July in any year and ending on the thirtieth day of June in the following year shall be known as the school year.

(2) The school year shall be divided into two terms ending the thirty-first day of December and the thirtieth day of June which shall be known as the December and June terms respectively.

378. (1) A school board shall determine the hours of opening and closing and intermission time in schools under its jurisdiction but

- (a) in no school shall there be less than three hundred minutes of classroom instruction a day, exclusive of time for class movements or other intermissions, and
- (b) no teacher shall be required to give more than three hundred and thirty minutes of classroom instruction in any day.

(1a) Notwithstanding clause (a) of sub-section (1), a board may direct that no class of Grade I pupils shall spend more than two hundred and forty minutes a day in a classroom.

(2) The Minister may authorize a board in writing to reduce the number of minutes of classroom instruction prescribed in clause (a) of sub-section (1).

379. (1) A recess of fifteen minutes both in the forenoon and in the afternoon shall be allowed the children attending school.

(2) Notwithstanding sub-section (1), a board operating a departmentalized high school may authorize the principal to shorten or to eliminate either or both of the recesses.

380. (1) Every school shall operate continuously throughout the school year from an opening date on or after the first day of September except

- (a) on holidays provided for in this Act,
- (b) during Christmas and Easter vacations, and
- (c) during periods in which the school is closed under Section 384.

(2) The board shall set the opening date in each school year, and in doing so shall provide, as nearly as possible, for two hundred operating days in that school year.

(3) Notwithstanding subsection (1) a board may, with the approval therefor by the Minister, set the opening date of a school to be on a day prior to the first day of September or

The School Act, 1955 Continued:

the closing date of a school to be on a day prior to the 30th day of June.

381. (1) The Christmas vacation shall extend from the twenty-fourth day of December to the second day of January both inclusive but a board may with respect to any school or a classroom of any school lengthen the Christmas vacation by not more than two school days.

(2) The Easter vacation shall be the four days immediately following the Easter Monday.

382. (2) A board by mutual agreement with a teacher may arrange for the operation of his school during all or part of the Easter vacation.

(3) Any days on which a school is operated under this section are operating days for all the purposes of this Act.

383. (1) Saturday, Sunday, Good Friday, Easter Monday, Victoria Day, Labour Day, Thanksgiving Day, Remembrance Day, and any day proclaimed as a holiday by the Governor General in Council, the Lieutenant Governor in Council or the council of a city or town are holidays.

(1a) Notwithstanding subsection (1), a holiday declared by the council of a city or town does not apply to a school within the city or town and operated by a division, unless the board of that division so permits.

(2) A board may declare to be a holiday

(a) Ash Wednesday,

(b) the birthday or the day fixed by Proclamation for the celebration of the birthday of the reigning sovereign, and

(c) the day commonly known as Arbour Day, appointed by Proclamation as a public holiday for the planting of forest or other trees.

(4) The Lieutenant Governor in Council may declare any day to be a school holiday for all schools or for such schools as may be designated in the order declaring the holiday.

383. (3) A board in its discretion may permit other holidays not exceeding one day in a month, and not exceeding one day at a time.

384. A board of trustees by resolution may close a school for such period as may be approved by the Miniter.

The School Act, 1970:

139. (1) A board shall
  (a) specify the school opening date,
  (b) specify the number and the days of school operation,
  (c) specify the length of the school day and the number of minutes of school operation, and
  (d) specify the number of minutes of classroom instruction and the number and length of recesses.

(2) A board shall specify the vacation periods in a school year but
  (a) the minimum Christmas vacation shall extend from December 24 to January 2, inclusive, and
  (b) for each pupil there shall be provided the opportunity of taking one school vacation of at least four consecutive weeks' duration during a school year.

(3) A board in its discretion may declare one day a month to be a school holiday.

(4) A holiday declared by a municipality does not apply to a school within the municipality unless the board declares it to apply.

(5) A board shall, before May 31 in each year, give notice to the Minister stating
  (a) the opening and closing dates of all schools under its jurisdiction for the 12 months next following, and
  (b) the dates of the vacation periods in the school year.

VII. WORKING CONDITIONS AND CONDITIONS OF EMPLOYMENT

The School Act, 1955:

335. The terms of a teacher's contract of employment shall be as provided by this Act and the collective agreement, if any, entered into between the board and its teachers pursuant to The Alberta Labour Act insofar as the collective agreement is not in conflict with this Act.

378. (1) A school board shall determine the hours of opening and closing and intermission time in schools under its jurisdiction but

(a) in no school shall there be less than 300 minutes of classroom instruction a day exclusive of time for class movements or other intermissions, and

(b) no teacher shall be required to give more than 330 minutes of classroom instruction in any day.

(1a) Notwithstanding clause (a) of subsection (1), a board may direct that no class of Grade 1 pupils shall spend more than 240 minutes a day in a classroom.

362. (1) Every teacher who teaches upon all the days of a school year upon which his school should be in operation under the provisions of this Act shall be paid his full annual salary by the board.

(2) Except as provided in subsection (3) the board shall pay to every teacher who is under contract for a period including all the teaching days of a school year and who does not teach upon all the days upon which his school should be in operation, his full annual salary less one two-hundredth part of such salary for each day upon which he does not teach.

(3) The board shall pay

(a) to every teacher under contract for a period that does not include all the teaching days of a school year, and

(b) to every teacher who is under contract for a period including all the teaching days of a school year but who during that year teaches upon fewer than 100 days,

one two-hundredth part of his annual salary for each day taught.

(4) For the purposes of this section a teacher shall be deemed to have taught upon all days

(a) during which the school is lawfully in operation under his charge or would be in such operation save for an order of the board to the contrary,

(b) upon which he is necessarily absent from his school in order to attend any meeting or gathering authorized or required by the Minister, or

(c) during which his school is closed by an order made pursuant to The Public Health Act, or by the board on account of the existence within the district or division of an actual or threatened epidemic of disease, but not exceeding in all thirty days in the year,

(d) proclaimed or declared as holidays by order of the Governor General in Council, the Lieutenant Governor in Council, or by the council of the city or town within which the school taught by the teacher is located, and any holidays declared or permitted by the board under the provisions of this Act,

(e) upon which the school is closed by law for the purpose of holding an election,

(f) for which the teacher is entitled to salary in accordance with the provisions of section 363, or

(g) upon which he is attending any meeting authorized or required by the board.

(5) Clause (b) of subsection (4) does not apply to days upon which

(a) a teacher's school is not in operation, and

(b) the teacher does not attend any convention, instutute, school fair or festival, approved by the Minister, that the teacher is entitled to attend

and the board shall decide whether those days are to be days upon which the teacher shall be deemed to have taught for the purposes of this section.

(6) For the purposes of this section a teacher includes a temporary teacher, but does not include a substitute teacher.

363. (1) A teacher who is absent during the school year for necessary medical or dental treatment, or because of accident sickness or disability is entitled to receive his salary for the number of days absent prescribed by this section.

(2) A teacher who has taught 180 days or more during a school year is entitled to receive his salary for a maximum of twenty days' absence in the school year.

(3) A teacher who has taught less than 180 days during a school year is entitled to receive his salary for the number of days that is the lesser of

(a) the number of days he was absent, or

(b) the number of days that bears the same relation to twenty as the number of days taught bears to 180.

(3a) For the purposes of this section, the number of days taught by a teacher shall be calculated according to subsection (4) of section 362 excepting those days referred to in clause (f) of that subsection.

(4) Before paying salary under this section the board may require a certificate from a qualified medical or dental practitioner.

(5) A board shall pay the salary payable under this section on the last day of each month.

(6) A board may under this section pay full or part salary for a greater number of days than twenty, and may adopt a scheme whereby a teacher may earn, during service with the board, an entitlement of salary applicable to periods of illness,

The School Act, 1955 Continued:

the unused portion of which may be carried forward from year to year.

365. (1) Notwithstanding section 363, where
 (a) a teacher is pregnant, and
 (b) in the opinion of the superintendent her pregnancy is having an effect upon her health or competence,
the board on the recommendation of the superintendent may require the teacher to take leave of absence with or without salary for such period as the board may direct.

(2) The Chief Superintendent of Schools, on the appeal of a teacher who has been required to take leave of absence without salary under subsection (1), may modify the period of this leave of absence to such extent as he, in his discretion, may determine.

363a. (1) A teacher who, despite reasonable effort, is unable to travel to his school from his usual place of residence because of
 (a) inclement weather,
 (b) impassable road conitions, or
 (c) the failure of transportation facilities other than his own,
is entitled to his salary for the periods of absence so occasioned.

(2) Notwithstanding subsection (1), a teacher is not entitled to the benefit of that subsection if
 (a) his usual place of residence is outside the school district or division, as the case may be, in which his school is located, and
 (b) he had not, before the circumstances giving rise to his absence arose, obtained the approval of the school board to his residence being so located.

(3) The teacher may appeal to the Chief Superintendent of Schools against a decision of the school board that the teacher is not entitled to salary under this section, and the decision of the Chief Superintendent of Schools is final.

364. The board, in its discretion, may pay the salary of a teacher for any day during which he is absent from school by reason of family affliction or other cause deemed sufficient by the board.

366. (1) The board of a district or division in its discretion may grant a teacher leave of absence for the purpose of improving his professional qualifications, for reasons of health, or for other reasons acceptable to the board.

(3) During leave of absence under this section the board may pay the teacher all or part of his salary.

The School Act, 1955 Continued:

348. (1) A board may transfer a teacher from one school or room in its charge to another at any time during the school year.

(2) The board shall give to the teacher concerned seven days' notice in writing of the transfer.

(3) Within seven days after receiving notice of the transfer, the teacher may request, in writing, an opportunity to be heard before the board.

(4) If a hearing is requested, the transfer shall not be effective until the teacher has been heard before the board or a committee thereof.

(5) The board shall not under this section transfer a teacher who has been designated to be a principal, vice-principal or assistant principal under section 370.

349. The board of a division may pay all or part of the expenses necessarily incurred by a teacher in moving himself, his family and his personal effects as a result of a transfer from one school to another within the division.

(B) Where a teacher teaches for less than a school year, authorized absences under this clause may in the aggregate not exceed two days for each month taught.

(e) before paying salary under clause (d), subclause (ii) may require a certificate from a duly qualified medical practitioner or a dental surgeon, and

(f) may authorize an absence without pay.

(2) A board may under this section pay full or part salary for a greater number of days than 20, and may adopt a scheme whereby a teacher may earn, during service with a board, an entitlement of salary applicable to periods of illness, the unused portion of which may be carried foreward from year to year.

75. (1) A board may transfer a teacher from one school or room in its charge to another at any time during the school year.

(2) The board shall give to the teacher concerned seven days' notice in writing of the transfer.

(3) Within seven days after receiving notice of the transfer, the teacher may request, in writing, an opportunity to be heard before the board.

(4) If a hearing is requested, the transfer shall not be effective until the teacher has been heard before the board or a committee thereof.

(5) Notwithstanding section 81 a teacher who has been transferred by a school board may, after subsections (3) and (4) of this section have been complied with, resign upon 30 days' notice if he does not wish to comply with the transfer order of the board.

The School Act, 1970:

74. (1) In this section "day" or "day in a school year" means a day on which instruction is given by a teacher and includes emergency school closures, school closures approved by the Minister, two days for teacher conventions, holidays declared by a board and days other than instruction days that are approved by the Minister.

(2) Unless a teacher agrees, a board may not require a teacher to instruct pupils

(a) for more than 330 minutes during a day, or
(b) for less than 190 or more than 200 days in a school year.

(3) Subject to subsection (2) but notwithstanding any other agreement to the contrary the terms and conditions of a contract of employment between a board and a teacher shall be

(a) except in the case of a teacher excluded under section 82, subsection (5), the terms and conditions negotiated under The Alberta Labour Act, 1973 and agreed between the board and an organization representing teachers,
(b) sections 74 to 81 of this Act, and
(c) the terms and conditions agreed between the board and the teacher, and any contract excluding or purporting to exclude the provisions of clauses (a) and (b) is void.

90. (1) Subject to section 74 a board,

(a) shall pay the annual salary of every teacher who teaches upon all the days of a school year upon which his school is in operation,
(b) shall, except as provided in clause (c), pay to every teacher who is under contract for a period including all the teaching days of a school year and who does not teach upon all the days upon which his school is in operation, his full annual salary less one two hundredth part of his salary for each day upon which he does not teach,
(c) shall pay
  (i) to every teacher under contract for a period that does not include all the teaching days of a school year, and
  (ii) to every teacher who is under contract for a period including all the teaching days of a school year but who during that year teaches upon fewer than 100 days one two hundredth part of his annual salary for each day taught,
(d) shall pay for an authorized absence which is
  (i) approved by it or the Minister, or
  (ii) caused by necessary medical or dental treatment or because of accident, sickness or disability other than pregnancy provided that
(A) Where a teacher teaches for a full school year, authorized absences under this clause may not exceed 20 days each year, or